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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 28 अप्रैल, 2009

का.आ. 1201.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खण्ड (ii) के प्रयोजनार्थ दिनांक 1-4-2009 से संगठन दि साऊथ इंडियन एजुकेशन सोसायटी, मुम्बई को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगे 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, नामतः :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;

(iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।

(iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 39/2009/फा. सं. 203/7/2009/आ.क.नि.-II]

पदम सिंह, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 28th April, 2009

S.O. 1201.—It is hereby notified for general information that the organization The South Indian Education Society, Mumbai has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules) with effect from 1-4-2009 in the category of 'other Institution' partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;

- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act, read with Rules 5C and 5E of the said Rules.

[Notification No. 39/2009/F. No. 203/7/2009/ITA-II]

PADAM SINGH, Under Secy.

नई दिल्ली, 28 अप्रैल, 2009

का.आ. 1202.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग तथा और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ दिनांक 1-4-2007 से संगठन डाइबेटीज रिसर्च सेन्टर फाउंडेशन, चैन्नई को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगी 'वैज्ञानिक अनुसंधान संघ' की श्रेणी में अनुमोदित किया गया है, नामतः :—

- (i) अनुमोदित "वैज्ञानिक अनुसंधान संघ" का एक मात्र उद्देश्य वैज्ञानिक अनुसंधान करना होगा;
- (ii) अनुमोदित संगठन स्वयं वैज्ञानिक अनुसंधान कार्यकलाप जारी रखेगा;
- (iii) अनुमोदित संगठन बही खाता रखेगा तथा उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से ऐसी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय की विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट

मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा ;

- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा ।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ङ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा ।

[अधिसूचना सं. 40/2009/फा. सं. 203/19/2009/आ.क.नि.-II]

पदम सिंह, अवर सचिव

New Delhi, the 28th April, 2009

S.O. 1202.—It is hereby notified for general information that the organization Diabetes Research Centre Foundation, Chennai has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules) with effect from 1-4-2007 in the category of 'scientific research association' subject to the following conditions, namely :—

- (i) The sole objective of the approved 'scientific research association' shall be to undertake scientific research;
- (ii) The approved organization shall carry out scientific research activity by itself;
- (iii) The approved organization shall maintain books of accounts and get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to

the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;

- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and amounts applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act, read with Rules 5C and 5E of the said Rules.

[Notification No. 40/2009/F. No. 203/19/2009/ITA-II]

PADAM SINGH, Under Secy.

नई दिल्ली, 28 अप्रैल, 2009

का.आ. 1203.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ङ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खण्ड (ii) के प्रयोजनार्थ दिनांक 1-4-2003 से संगठन ब्रीच कैंडी मेडिकल रिसर्च सेन्टर, मुम्बई को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगे 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, नामतः :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा, अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो,

उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय की विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।

- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 38/2009/फा. सं. 203/65/2008/आ.क.नि.-II]

पदम सिंह, अवर सचिव

New Delhi, the 28th April, 2009

S.O. 1203.—It is hereby notified for general information that the organization Breach Candy Medical Research Centre, Mumbai has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Rules), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules) with effect from 1-4-2003 in the category of 'other Institution' partly engaged in research activities subject to the following conditions, namely:—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;

- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;

- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act, read with Rules 5C and 5E of the said Rules.

[Notification No. 38/2009/F. No. 203/65/2008/ITA-II]

PADAM SINGH, Under Secy.

नई दिल्ली, 30 अप्रैल, 2009

का.आ. 1204.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ दिनांक 1-4-2008 से संगठन कैवल्याधाम श्रीमान माधव योग मंदिर समिति, पुणे को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों संलग्न में 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, नामतः :-

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा इसके नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता-बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से ऐसी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय की विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अलग लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त दान एवं प्रयुक्त राशि का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्यकलाप करना बंद कर देगा अथवा इसके अनुसंधान कार्यकलाप को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ङ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के उपबंधों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 41/2009/फा. सं. 203/11/2009/आ.क.नि.-II]

पदम सिंह, अवर सचिव

New Delhi, the 30th April, 2009

S.O. 1204.—It is hereby notified for general information that the organization Kaivalyadhama Shriman Madhava Yoga Mandir Samiti, Pune has been approved by the Central Government for the purpose of clause (ii) of

sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules) with effect from 1-4-2008 in the category of 'other Institution' partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act, read with Rules 5C and 5E of the said Rules.

[Notification No. 41/2009/F. No. 203/11/2009 ITA-II]

PADAM SINGH, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली 30 जनवरी, 2009

का.आ. 1205.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :-

प्रथम अनुसूची में "राजस्थान विश्वविद्यालय" और उससे संबंधित प्रविष्टियों के बाद "राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर, राजस्थान" जोड़ा जाएगा और "राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर, राजस्थान" के सामने 'मान्यता प्राप्त चिकित्सा अर्हता' [अब के बाद स्तम्भ (2) के रूप में संदर्भित] और 'पंजीकरण के लिए संक्षेपण' [अब के बाद स्तम्भ (3) के रूप में संदर्भित] शीर्षक के अधीन निम्नलिखित अन्तः स्थापित किया जाएगा, अर्थात् :-

मान्यताप्राप्त चिकित्सा अर्हता	पंजीकरण के लिए संक्षेपण
2	3
आयुर्विज्ञान और शल्यविज्ञान स्नातक	एम. बी. बी.एस.
संवेदनाहरण विज्ञान में डिप्लोमा	डी.ए.
शिशु स्वास्थ्य में डिप्लोमा	डी.सी.एच.
प्रसूति एवं स्त्री रोग विज्ञान में डिप्लोमा	डो.जी.ओ.
विकिरण विज्ञान और विद्युत विज्ञान में डिप्लोमा	डी.एम.आर.ई.
जन स्वास्थ्य में डिप्लोमा	डी पी एच
विकिरण निदान में डिप्लोमा	डी एम आर डी
क्षयरोग और वक्ष रोग में डिप्लोमा	डो.टी.सी.डी.
आयुर्विज्ञान वाचस्पति (हृदय विज्ञान)	एम.डी. (हृदय विज्ञान)
आयुर्विज्ञान वाचस्पति (जठरान्त्र विज्ञान)	एम.डी. (आयु. जठरान्त्र विज्ञान)
विज्ञान निष्णात (चिकित्सा विकृति विज्ञान)	एम.एस.सी. (चिकित्सा विकृति विज्ञान)
विज्ञान निष्णात (शरीर क्रिया विज्ञान)	एम.एस.सी. (शरीर क्रिया विज्ञान)
विज्ञान निष्णात (चिकित्सा शरीर रचना विज्ञान)	एम.एस.सी. (शरीर रचना विज्ञान)
विज्ञान निष्णात (चिकित्सा जैव रसायन)	एम.एस.सी. (चिकित्सा जैव रसायन)
विज्ञान निष्णात (चिकित्सा भेषजगुण विज्ञान)	एम.एस.सी. (चिकित्सा भेषजगुण विज्ञान)
मजिस्ट्रार चिरुर्गई (बाल शल्य चिकित्सा)	एम.सी.एच. (बाल शल्य चिकित्सा)
मजिस्ट्रार चिरुर्गई (प्लास्टिक शल्य चिकित्सा)	एम.सी.एच. (प्लास्टिक शल्य चिकित्सा)
मजिस्ट्रार चिरुर्गई (तंत्रिका शल्य चिकित्सा)	एम.सी.एच. (तंत्रिका शल्य चिकित्सा)
मजिस्ट्रार चिरुर्गई (हृदयोरोसिक शल्य चिकित्सा)	एम.सी.एच. (हृदयोरोसिक शल्य चिकित्सा)
मजिस्ट्रार चिरुर्गई (मूत्र विज्ञान/जेनिटो-यूरिनरी शल्य चिकित्सा)	एम.सी.एच. (मूत्र विज्ञान/जेनिटो-यूरिनरी शल्य चिकित्सा)
आयुर्विज्ञान वाचस्पति (प्रसूति एवं स्त्री रोग विज्ञान)	एम.डी. (प्रसूति एवं स्त्री रोग विज्ञान)
आयुर्विज्ञान वाचस्पति (बाल चिकित्सा)	एम.डी. (बाल चिकित्सा)
आयुर्विज्ञान वाचस्पति (क्षय रोग और श्वसनी रोग)	एम.डी. (क्षय रोग और श्वसनी रोग)
आयुर्विज्ञान वाचस्पति (संवेदनाहरण विज्ञान)	एम.डी. (संवेदनाहरण विज्ञान)

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आयुर्विज्ञान वाचस्पति (जैव रसायन)	एम डी (जैव रसायन)
काय चिकित्सा डाक्टर (त्वचाविज्ञान, रतिज्वरोग विज्ञान और कुष्ठ)	एम डी (वी डी एल)
काय चिकित्सा डाक्टर (न्याय चिकित्सा)	एम डी (फोरन मेडिसिन)
काय चिकित्सा डाक्टर (सामान्य काय चिकित्सा)	एम डी (जनरल मेडिसिन)
काय चिकित्सा डाक्टर (काय चिकित्सा और चिकित्सा विज्ञान)	एम डी (मेडि. एंड थेर)
काय चिकित्सा डाक्टर (सूक्ष्म जीवविज्ञान)	एम डी (मिक. बायो)
काय चिकित्सा डाक्टर (विकृति विज्ञान)	एम डी (पैथ)
काय चिकित्सा डाक्टर (विकृति विज्ञान और जीवाणु विज्ञान)	एम डी (पैथ एंड बैक्टी.)
काय चिकित्सा डाक्टर (शरीर क्रिया विज्ञान)	एम डी (फिजियो)
काय चिकित्सा डाक्टर (मनश्चिकित्सा)	एम डी (साइके)
काय चिकित्सा डाक्टर (विकिरण निदान)	एम डी (रेडियो डाय.)
काय चिकित्सा डाक्टर (विकिरण विज्ञान)	एम डी (रेडियो)
काय चिकित्सा डाक्टर (विकिरण चिकित्सा)	एम डी (रेडियो थिरेपी)
काय चिकित्सा डाक्टर (सामाजिक और निवारक चिकित्सा/सामुदायिक चिकित्सा)	एम डी (एस.पी.एम.एंड कम मेडि)
शल्य चिकित्सा निष्णात (संवेदनाहरण)	एम एस (एनेस्थ)
शल्य चिकित्सा निष्णात (शरीर रचना विज्ञान)	एम एस (एनेट)
शल्य चिकित्सा निष्णात (ओटो रिनो लेरिंगलाजी)	एम एस (ई एन टी)
शल्य चिकित्सा निष्णात (साधारण शल्यक्रिया)	एम एस (जन सर्जरी)
शल्य चिकित्सा निष्णात (प्रसूति विज्ञान और स्त्री रोग विज्ञान)	एम एस (ओबस्ट एंड गायनी)
शल्य चिकित्सा निष्णात (नेत्र विज्ञान)	एम एस (ओप्थ)
शल्य चिकित्सा निष्णात (आर्थोपेडिक्स)	एम एस (आर्थो)
(ये मान्यताप्राप्त चिकित्सा अर्हताएं होंगी जब ये राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर, राजस्थान द्वारा एस. एम. एस. मेडिकल कालेज, जयपुर, राजस्थान में प्रशिक्षित किए जा रहे छात्रों को प्रदान किए जाएं)	
बैचलर आफ मेडिसीन और बैचलर आफ सर्जरी	एम.बी. बी.एस.
काय चिकित्सा डाक्टर (संवेदनाहरण विज्ञान)	एम डी (एनेस्थे)
काय चिकित्सा डाक्टर (सामान्य कायचिकित्सा)	एम डी (जन. मेडि)
काय चिकित्सा डाक्टर (बाल चिकित्सा)	एम डी (पैड)
काय चिकित्सा डाक्टर (विकृति विज्ञान और जीवाणु विज्ञान)	एम डी (पैथ एंड बैक्टी)
काय चिकित्सा डाक्टर (भेषजगुण विज्ञान)	एम डी (फार्मा)
काय चिकित्सा डाक्टर (मनश्चिकित्सा)	एम डी (साइके)
काय चिकित्सा डाक्टर (विकिरण निदान)	एम डी (रेडियो डाय.)
काय चिकित्सा डाक्टर (विकिरण चिकित्सा)	एम डी (रेडियो थिरेपी)
काय चिकित्सा डाक्टर (प्रसूति और स्त्री रोग विज्ञान)	एम डी (ओबस्ट एंड गायनी)

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काय चिकित्सा डाक्टर (क्षयरोग और श्वसन रोग)	एम डी (टी.बी. एंड रेस डिस)
शल्य चिकित्सा निष्णात (साधारण शल्य चिकित्सा)	एम एस (जन सर्ज)
शल्य चिकित्सा निष्णात (कर्ण नासा कंठ विज्ञान)	एम एस (ई एन टी)
शल्य चिकित्सा निष्णात (प्रसूति और स्त्री रोग विज्ञान)	एम एस (ओबस्ट एंड गायनी)
शल्य चिकित्सा निष्णात (नेत्र विज्ञान)	एम एस (ओपथ)
शल्य चिकित्सा निष्णात (आर्थोपेडिक्स)	एम एस (आर्थो)

(ये मान्यताप्राप्त चिकित्सा अर्हताएं होंगी जब ये राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर, राजस्थान द्वारा सरदार पटेल मेडिकल कालेज, बीकानेर, राजस्थान में प्रशिक्षित किए जा रहे छात्रों को प्रदान किए जाएं)

आयुर्विज्ञान तथा शल्य-विज्ञान स्नातक	एम. बी. बी.एस.
आयुर्विज्ञान वाचस्पति (संज्ञाहरण विज्ञान)	एम.डी. (संज्ञाहरण विज्ञान)
आयुर्विज्ञान वाचस्पति (त्वचा विज्ञान)	एम.डी. (त्वचा विज्ञान)
आयुर्विज्ञान वाचस्पति (सामान्य चिकित्सा)	एम.डी. (सामान्य चिकित्सा)
आयुर्विज्ञान वाचस्पति (स्त्री-रोग एवं प्रसूति विज्ञान)	एम.डी. (स्त्री-रोग एवं प्रसूति विज्ञान)
आयुर्विज्ञान वाचस्पति (बाल चिकित्सा)	एम.डी. (बाल चिकित्सा)
आयुर्विज्ञान वाचस्पति (विकृति विज्ञान)	एम.डी. (विकृति विज्ञान)
आयुर्विज्ञान वाचस्पति (शरीर रचना विज्ञान)	एम.डी. (शरीर रचना विज्ञान)
आयुर्विज्ञान वाचस्पति (विकिरण-निदान)	एम.डी. (विकिरण-निदान)
आयुर्विज्ञान वाचस्पति (सामाजिक एवं निवारक चिकित्सा/सामुदायिक चिकित्सा)	एम.डी. (एस.पी.एम.एंड कम्युनिटी मेडिसन)
आयुर्विज्ञान वाचस्पति (यक्ष्मा एवं श्वसनी रोग)	एम.डी. (टी.बी. एंड श्वसनी रोग)
शल्य चिकित्सा निष्णात (कर्ण-नासिका-कंठ विज्ञान)	एम एस (ई एन टी)
शल्य चिकित्सा निष्णात (स्त्री-रोग तथा प्रसूति विज्ञान)	एम एस (स्त्री-रोग प्रसूति विज्ञान)
शल्य चिकित्सा निष्णात (नेत्र रोग विज्ञान)	एम एस (नेत्र रोग विज्ञान)
शल्य चिकित्सा निष्णात (अस्थि रोग विज्ञान)	एम एस (अस्थि रोग विज्ञान)
शल्य चिकित्सा निष्णात (सामान्य शल्य चिकित्सा)	एम एस (सामान्य शल्य चिकित्सा)

(ये मान्यताप्राप्त चिकित्सा अर्हताएं होंगी यदि ये राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर, राजस्थान द्वारा डॉ. एस. एन. मेडिकल कालेज, जोधपुर, राजस्थान में प्रशिक्षण प्राप्त कर रहे छात्रों के सम्बन्ध में प्रदान की गई हों।)

आयुर्विज्ञान तथा शल्य-विज्ञान स्नातक	एम. बी. बी.एस.
शिशु स्वास्थ्य डिप्लोमा	डी.सी.एच.
आयुर्विज्ञान वाचस्पति (संज्ञाहरण विज्ञान)	एम.डी. (संज्ञाहरण विज्ञान)
आयुर्विज्ञान वाचस्पति (सामान्य चिकित्सा)	एम.डी. (सामान्य चिकित्सा)
आयुर्विज्ञान वाचस्पति (चिकित्सा एवं चिकित्सा शास्त्र)	एम.डी. (चिकित्सा एवं चिकित्सा शास्त्र)
आयुर्विज्ञान वाचस्पति (बाल चिकित्सा)	एम.डी. (बाल चिकित्सा)
आयुर्विज्ञान वाचस्पति (विकृति विज्ञान)	एम.डी. (विकृति विज्ञान)
आयुर्विज्ञान वाचस्पति (विकृति विज्ञान एवं जीवाणु विज्ञान)	एम.डी. (विकृति विज्ञान एवं जीवाणु विज्ञान)

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आयुर्विज्ञान वाचस्पति (सामाजिक एवं निवारक चिकित्सा/
सामुदायिक चिकित्सा)

एम.डी. (एस.पी.एम.एंड सामुदायिक चिकित्सा)

आयुर्विज्ञान वाचस्पति (यक्ष्मा एवं श्वसनी रोग)

एम.डी. (टी.बी. एंड श्वसनी रोग)

शल्य चिकित्सा निष्णात (कर्ण-नासिका-कंठ विज्ञान)

एम एस (ई एन टी)

शल्य चिकित्सा निष्णात (स्त्री-रोग एवं प्रसूति विज्ञान)

एम एस (स्त्री-रोग एवं प्रसूति विज्ञान)

शल्य चिकित्सा निष्णात (नेत्र रोग विज्ञान)

एम.एस (नेत्र रोग विज्ञान)

शल्य चिकित्सा निष्णात (अस्थि रोग विज्ञान)

एम एस (अस्थि रोग विज्ञान)

शल्य चिकित्सा निष्णात (सामान्य शल्य चिकित्सा)

एम एस (सामान्य शल्य चिकित्सा)

(ये मान्यताप्राप्त चिकित्सा अर्हताएं होंगी यदि ये राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर, राजस्थान द्वारा आर.एन.टी. मेडिकल कालेज, उदयपुर, राजस्थान में प्रशिक्षण प्राप्त कर रहे छात्रों के सम्बन्ध में प्रदान गई हों।)

आयुर्विज्ञान शल्य-विज्ञान स्नातक

एम. बी. बी.एस.

आयुर्विज्ञान वाचस्पति (संज्ञाहरण विज्ञान)

एम.डी. (संज्ञाहरण विज्ञान)

आयुर्विज्ञान वाचस्पति (त्वचाविज्ञान, रति रोग विज्ञान एवं कुष्ठ)

एम.डी. (डी बी एल)

आयुर्विज्ञान वाचस्पति (सामान्य चिकित्सा)

एम.डी. (सामान्य चिकित्सा)

आयुर्विज्ञान वाचस्पति (बाल चिकित्सा)

एम.डी. (बाल चिकित्सा)

आयुर्विज्ञान वाचस्पति (विकृति विज्ञान)

एम.डी. (विकृति विज्ञान)

आयुर्विज्ञान वाचस्पति (विकिरण-निदान)

डी. (विकिरण-निदान)

आयुर्विज्ञान वाचस्पति (क्षय एवं श्वसनी रोग छाती रोग)

एम.डी. (क्षय एवं श्वसनी रोग छाती रोग)

शल्य चिकित्सा निष्णात (कर्णनासा-कंठ विज्ञान)

एम एस (ई एन टी)

शल्य चिकित्सा निष्णात (नेत्र विज्ञान)

एम एस (नेत्र विज्ञान)

शल्य चिकित्सा निष्णात (अस्थि विज्ञान)

एम एस (अस्थि विज्ञान)

शल्य चिकित्सा निष्णात (सामान्य शल्य चिकित्सा)

एम एस (सामान्य शल्य चिकित्सा)

(ये मान्यताप्राप्त चिकित्सा अर्हताएं होंगी यदि ये राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर, राजस्थान द्वारा जवाहर लाल नेहरू मेडिकल कालेज, अजमेर, राजस्थान में प्रशिक्षण प्राप्त कर रहे छात्रों के सम्बन्ध में प्रदान गई हों।)

काय चिकित्सा एवं शल्य चिकित्सा स्नातक

बी बी एस

चिकित्सा वाचस्पति (सामान्य चिकित्सा)

एम.डी. (सामान्य चिकित्सा)

चिकित्सा वाचस्पति (बाल चिकित्सा)

डी. (बाल चिकित्सा)

चिकित्सा वाचस्पति (मनश्चिकित्सा)

डी. (मनश्चिकित्सा)

शल्य चिकित्सा निष्णात (अस्थि विज्ञान)

एम एस (अस्थि विज्ञान)

शल्य चिकित्सा निष्णात (सामान्य शल्य चिकित्सा)

एस (सामान्य सर्जरी)

(ये मान्यताप्राप्त चिकित्सा अर्हताएं होंगी यदि ये राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर, राजस्थान द्वारा गवर्नमेंट मेडिकल कालेज, कोटा, राजस्थान में प्रशिक्षण प्राप्त कर रहे छात्रों के सम्बन्ध में प्रदान गई हों।)

काय चिकित्सा एवं शल्य चिकित्सा स्नातक

एम. बी. बी.एस.

(ये मान्यताप्राप्त चिकित्सा अर्हताएं होंगी यदि ये राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर, राजस्थान द्वारा महात्मा गांधी मेडिकल कालेज एवं अस्पताल, जयपुर, राजस्थान में प्रशिक्षण प्राप्त कर रहे छात्रों के सम्बन्ध में प्रदान गई हों।)

[फा. सं. यू. 12012/590/2007-एम ई (पी-II)]

राज सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE**(Department of Health and Family Welfare)**

New Delhi, the 30th January 2009

S.O. 1205.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule after “Rajasthan University” and entries relating thereto “Rajasthan University of Health Sciences, Jaipur, Rajasthan” shall be added and against “Rajasthan University of Health Sciences, Jaipur, Rajasthan” under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], and under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

Recognized Medical Qualification	Abbreviation for Registration
(2)	(3)
Bachelor of Medicine & Bachelor of Surgery	M.B.B.S
Diploma in Anesthesia	D.A.
Diploma in Child Health	D.C.H
Diploma in Obstetrics & Gynaecology	D.G.O.
Diploma in Medical Radiology & Electrology	D.M.R.E.
Diploma in Public Health	D.P.H.
Diploma in Radio-Diagnosis	D.M.R.D.
Diploma in Tuberculosis & Chest Diseases	D.T.C.D
Doctor of Medicine (Cardiology)	M.D. (Card.)
Doctor of Medicine (Gastroenterology)	M.D. (Med. Gastro.)
Master of Science (Medical Pathology)	M.Sc. (Med. Path)
Master of Science (Physiology)	M.Sc. (Physio)
Master of Science (Medical Anatomy)	M.Sc. (Med. Anat.)
Master of Science (Medical Bio-Chemistry)	M.Sc. (Med. Bio-Chem.)
Master of Science (Medical Pharmacology)	M.Sc. (Med. Pharma.)
Magistrar Chirurgiae (Paediatric Surgery)	M. Ch. (Paed. Surg.)
Magistrar Chirurgiae (Plastic Surgery)	M. Ch. (Plast. Surg.)
Magistrar Chirurgiae (Neuro Surgery)	M. Ch. (Neuro. Surg.)
Magistrar Chirurgiae (Cardio Thoracic Surgery)	M. Ch. (Card. Thor. Surg.)
Magistrar Chirurgiae (Urology/Genito-Urinary Surgery)	M. Ch. (Uro./Gen.-Urin.Surg.)
Doctor of Medicine (Obstetrics & Gynaecology)	M.D. (Obst. & Gynae.)
Doctor of Medicine (Paediatrics)	M.D. (Paed.)
Doctor of Medicine (Tuberculosis & Respiratory Diseases)	M.D. (T.B. & Res. Dise..)
Doctor of Medicine (Anaesthesiology)	M.D. (Anaes.)
Doctor of Medicine (Bio-Chemistry)	M.D. (Bio.-Chem.)
Doctor of Medicine (Dermatology, Venereology & Leprosy)	M.D. (D.V.L.)
Doctor of Medicine (Forensic Medicine)	M.D. (Fore. Med.)
Doctor of Medicine (General Medicine)	M.D. (Gen. Med.)
Doctor of Medicine (Medicine and Therapeutics)	M.D. (Med. & Ther.)
Doctor of Medicine (Microbiology)	M.D. (Mic. Bio.)
Doctor of Medicine (Pathology)	M.D. (Path.)
Doctor of Medicine (Pathology & Bacteriology)	M.D. (Path. & Bact.)
Doctor of Medicine (Physiology)	M.D. (Physio)
Doctor of Medicine (Psychiatry)	M.D. (Psych.)
Doctor of Medicine (Radio Diagnosis)	M.D. (Radio Diag.)
Doctor of Medicine (Radiology)	M.D. (Radio)
Doctor of Medicine (Radiotherapy)	M.D. (Radio Therp.)
Doctor of Medicine (Social & Preventive Medicine/Community Medicine)	M.D. (S.P.M. & Comm. Med.)
Master of Surgery (Anaesthesia)	M.S. (Anaesth.)

(1)	(2)
Master of Surgery (Anatomy)	M.S. (Anat.)
Master of Surgery (Oto-Rhino-Laryngology)	M.S. (ENT.)
Master of Surgery (General Surgery)	M.S. (Gen. Surg.)
Master of Surgery (Obstetrics and Gynaecology)	M.S. (Obst. & Gynae.)
Master of Surgery (Ophthalmology)	M.S. (Oph.)
Master of Surgery (Orthopaedics)	M.S. (Ortho.)

(These shall be recognized medical qualifications when granted by Rajasthan University of Health Sciences, Jaipur, Rajasthan in respect of students being trained at S.M.S. Medical College, Jaipur, Rajasthan)

Bachelor of Medicine & Bachelor of Surgery	M.B.B.S.
Doctor of Medicine (Anesthesiology)	M.D. (Anaesth.)
Doctor of Medicine (General Medicine)	M.D. (Genl. Med.)
Doctor of Medicine (Paediatrics)	M.D. (Paed.)
Doctor of Medicine (Pathology & Bacteriology)	M.D. (Path. & Bact.)
Doctor of Medicine (Pharmacology)	M.D. (Pharma.)
Doctor of Medicine (Psychiatry)	M.D. (Psych.)
Doctor of Medicine (Radio Diagnosis)	M.D. (Radio-Diag.)
Doctor of Medicine (Radiotherapy)	M.D. (Radio-Therp.)
Doctor of Medicine (Obstetrics and Gynaecology)	M.D. (Obst. & Gynae.)
Doctor of Medicine (Tuberculosis & Respiratory Diseases)	M.D. (T.B. & Res. Dise.)
Master of Surgery (General Surgery)	M.S. (Gen. Surg.)
Master of Surgery (Oto-Rhino-Laryngology)	M.S. (ENT)
Master of Surgery (Obstetrics & Gynaecology)	M.S. (Obst. & Gynae.)
Master of Surgery (Ophthalmology)	M.S. (Ophtha.)
Master of Surgery (Orthopaedics)	M.S. (Ortho.)

(These shall be recognized medical qualifications when granted by Rajasthan University of Health Sciences, Jaipur, Rajasthan in respect of students being trained at Sardar Patel Medical College, Bikaner, Rajasthan.)

Bachelor of Medicine & Bachelor of Surgery	M.B.B.S.
Doctor of Medicine (Anesthesiology)	M.D. (Anaes.)
Doctor of Medicine (Dermatology)	M.D. (Dermat.)
Doctor of Medicine (General Medicine)	M.D. (Gen. Med.)
Doctor of Medicine (Obstetrics and Gynaecology)	M.D. (Obst. & Gynae.)
Doctor of Medicine (Paediatrics)	M.D. (Paed.)
Doctor of Medicine (Pathology)	M.D. (Path.)
Doctor of Medicine (Physiology)	M.D. (Physio.)
Doctor of Medicine (Radio Diagnosis)	M.D. (Radio-Diag.)
Doctor of Medicine Social & Preventive Medicine/Community Medicine)	M.D. (S.P.M. & Comm. Med.)
Doctor of Medicine (Tuberculosis & Respiratory Diseases)	M.D. (T.B. & Res. Disc.)
Master of Surgery (Oto-Rhino-Laryngology)	M.S. (ENT)
Master of Surgery (Obstetrics and Gynaecology)	M.S. (Obst. & Gynae.)
Master of Surgery (Ophthalmology)	M.S. (Ophtha.)
Master of Surgery (Orthopaedics)	M.S. (Ortho.)
Master of Surgery (General Surgery)	M.S. (Genl. Surg.)

(These shall be recognized medical qualifications when granted by Rajasthan University of Health Sciences, Jaipur, Rajasthan in respect of students being trained at Dr. S. N. Medical College, Jodhpur, Rajasthan.)

Bachelor of Medicine & Bachelor of Surgery	M.B.B.S.
Diploma in Child Health	D.C.H.
Doctor of Medicine (Anesthesiology)	M.D. (Anaes.)
Doctor of Medicine (General Medicine)	M.D. (Gen. Med.)
Doctor of Medicine (Medicine & Therapeutics)	M.D. (Med. Thera.)
Doctor of Medicine (Paediatrics)	M.D. (Paed.)
Doctor of Medicine (Pathology)	M.D. (Path.)

(1)	(2)
Doctor of Medicine (Pathology & Bacteriology)	M.D. (Path. & Bact)
Doctor of Medicine (Social & Preventive Medicine/Community Medicine)	M.D. ((S.P.M. & Comm. Med.)
Doctor of Medicine (Tuberculosis & Respiratory Diseases)	M.D. (T.B. & Res. Dise.)
Master of Surgery (Oto-Rhino-Laryngology)	M.S. (ENT)
Master of Surgery (Obstetrics and Gynaecology)	M.S. (Obst. & Gynae)
Master of Surgery (Ophthalmology)	M.S. (Ophta)
Master of Surgery (Orthopaedics)	M.S. (Ortho.)
Master of Surgery (General Surgery)	M.S. (Genl. Surg.)
(These shall be recognized medical qualifications when granted by Rajasthan University of Health Sciences, Jaipur , Rajasthan in respect of students being trained at R.N.T. Medical College, Udaipur, Rajasthan.)	
Bachelor of Medicine & Bachelor of Surgery	M.B.B.S.
Doctor of Medicine (Anesthesiology)	M.D. (Anaes.)
Doctor of Medicine (Dermatology, Venereology & Leprosy)	M.D. (D.V.L.)
Doctor of Medicine (General Medicine)	M.D. (Gen. Med.)
Doctor of Medicine (Paediatrics)	M.D. (Paed.)
Doctor of Medicine (Pathology)	M.D. (Path.)
Doctor of Medicine (Radio Diagnosis)	M.D. (Radio-Diag.)
Doctor of Medicine (Tuberculosis & Respiratory Diseases/Chest Diseases)	M.D. (T.B. & Res. Dies/Ch. Dies.)
Master of Surgery (Oto-Rhino-Laryngology)	M.S. (ENT)
Master of Surgery (Ophthalmology)	M.S. (Ophta)
Master of Surgery (Orthopaedics)	M.S. (Ortho.)
Master of Surgery (General Surgery)	M.S. (Genl. Surg.)
(These shall be recognized medical qualifications when granted by Rajasthan University of Health Sciences, Jaipur , Rajasthan in respect of students being trained at Jawaharlal Nehru Medical College, Ajmer, Rajasthan.)	
Bachelor of Medicine & Bachelor of Surgery	M.B.B.S.
Doctor of Medicine (General Medicine)	M.D. (Gen. Med.)
Doctor of Medicine (Paediatrics)	M.D. (Paed.)
Doctor of Medicine (Psychiatry)	M.D. (Psych.)
Master of Surgery (Orthopaedics)	M.S. (Ortho.)
Master of Surgery (General Surgery)	M.S. (Genl. Surg.)
(These shall be recognized medical qualification(s) when granted by Rajasthan University of Health Sciences, Jaipur Rajasthan in respect of students being trained at Government Medical College, Kota, Rajasthan.)	
Bachelor of Medicine & Bachelor of Surgery	M.B.B.S.
(This shall be recognized medical qualifications when granted by Rajasthan University of Health Sciences, Jaipur , Rajasthan in respect of students being trained at Mahatma Gandhi Medical College & Hospital, Jaipur, Rajasthan.)	

[F.No.U-12012/590/2007-ME(P-II)]

RAJ SINGH, Under Secy.

नई दिल्ली, 2 मार्च, 2009

का. आ. 1206.—केन्द्रीय सरकार भारतीय दन्त चिकित्सा परिषद से परामर्श करने के बाद दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त अधिनियम की अनुसूची के भाग- I में निम्नलिखित संशोधन करती है; अर्थात्:

2. एस आर एम इंस्टीट्यूट आफ साइंसेज एंड टेक्नोलॉजी (समविश्वविद्यालय), चेन्नई द्वारा प्रदत्त चिकित्सा अर्हता को मान्यता देने के संबंध में दन्त चिकित्सक अधिनियम, 1948 की अनुसूची के भाग- I में क्रम संख्या 65 के सामने स्तंभ 2 और 3 की मौजूदा प्रविष्टियों में एस आर एम डेंटल कालेज, चेन्नई के संबंध में निम्नलिखित प्रविष्टियां उसके अंतर्गत अन्तः स्थापित की जाएंगी:-

(ii) दंत शल्य चिकित्सा निष्णात

(V) ओरल पैथोलॉजी

(जब 26-3-2008 को या उसके बाद प्रदान की गई हो)

(VI) आर्थोडॉन्टिक्स

(जब 26-3-2008 को या उसके बाद प्रदान की गई हो)

एम डी एस (ओरल पैथ.)

एस आर एम इंस्टीट्यूट आफ साइंसेज एंड टेक्नोलॉजी
(समविश्वविद्यालय), चेन्नई

एम डी एस (आर्थोडॉन्टिक्स)

एस आर एम इंस्टीट्यूट आफ साइंसेज एंड टेक्नोलॉजी
(समविश्वविद्यालय), चेन्नई

[सं.वी. 12017/21/2003-डी ई]

राज सिंह, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 1206.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 65, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Qualification awarded by SRM Institute of Sciences & Technology (Deemed University), Chennai, the following entries in respect of SRM Dental College, Chennai shall be inserted thereunder:—

(ii) Master of Dental Surgery

“(V) Oral Pathology
(When granted on or after 26-3-2008)

MDS (Oral Path.) SRM
Institute of Sciences & Technology (Deemed
University), Chennai.

(VI) Orthodontics
(When granted on or after 26-3-2008)

MDS (Orthodontics) SRM
Institute of Sciences & Technology (Deemed
University), Chennai.

[No. V-12017/21/2003-DE]

RAJ SINGH, Under Secy.

नई दिल्ली, 2 मार्च, 2009

का. आ. 1207.—केन्द्रीय सरकार भारतीय दन्त चिकित्सा परिषद से परामर्श करने के बाद दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त अधिनियम की अनुसूची के भाग- I में निम्नलिखित संशोधन करती है; अर्थात्:

2. राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलूरू द्वारा प्रदत्त दन्त चिकित्सा अर्हता को मान्यता देने के संबंध में दन्त चिकित्सक अधिनियम, 1948 की अनुसूची के भाग- I में क्रम संख्या 49 के सामने स्तंभ 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित डेंटल कालेज, के संबंध में निम्नलिखित प्रविष्टियां उसके अंतर्गत अन्तः स्थापित की जाएंगी:—

(VIII) के बी जी डेंटल कालेज एंड हास्पिटल, सुलिया
(कर्नाटक)

“(IV) एम डी एस (आर्थोडॉन्टिक्स)
(जब 9-5-2008 को या उसके बाद प्रदान की गई हो)

एम डी एस (आर्थोडॉन्टिक्स)
आर जी यू ओ एच एस, बेंगलूरू

[सं.वी. 12017/19/2001-डी ई]

राज सिंह, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 1207.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 49, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Qualification awarded by Rajiv Gandhi University of Health Sciences, Bangalore the following entries in respect of following dental college shall be inserted thereunder:—

VIII. KVG Dental College & Hospital, Sullia
(Karnataka)

“(IV) MDS (Orthodontics)
(When granted on or after 9-5-2008)

MDS (Orthodontics)
RGUOHS, Bangalore.

[No. V-12017/19/2001-DE]

RAJ SINGH, Under Secy.

नई दिल्ली, 4 मार्च, 2009

का. आ. 1208.—केन्द्रीय सरकार भारतीय दन्त चिकित्सा परिषद से परामर्श करने के बाद दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त अधिनियम की अनुसूची के भाग- I में निम्नलिखित संशोधन करती है; अर्थात्:

2. डा. एम जी आर विश्वविद्यालय, चेन्नई द्वारा प्रदत्त दन्त चिकित्सा अर्हता को मान्यता देने के संबंध में दन्त चिकित्सक अधिनियम, 1948 की अनुसूची के भाग- I में क्रम संख्या 34 के सामने स्तंभ 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित डेंटल कालेजों, के छात्रों के संबंध में निम्नलिखित प्रविष्टियां उसके अंतर्गत अन्तः स्थापित की जाएंगी:—

“(XII) के एस आर इंस्टीट्यूट आफ डेंटल साइंस एंड रिसर्च
तिरुचेंगोडे, तमिलनाडु

(i) दंत शल्य चिकित्सा स्नातक
(जब 26-8-2008 को या उसके बाद प्रदान की गई हो)

बी डी एस डा. एम जी आर
मेडिकल यूनिवर्सिटी, चेन्नई ”

(XIII) गवर्नमेंट डेंटल कालेज, चेन्नई, तमिलनाडु

“(i) दंत शल्य चिकित्सा निष्णात
प्रोस्थोडोन्टिक्स

एम डी एस (प्रोस्थो.) एम जी आर
मेडिकल यूनिवर्सिटी, चेन्नई ”

(जब 26-3-2008 को या उसके बाद प्रदान की गई हो)

[सं.वी. 12017/37/2003-डी ई]

राज सिंह, अवर सचिव

New Delhi, the 4th March, 2009

S.O. 1208.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 34, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Qualification awarded by the Dr. M.G.R. University, Chennai in respect of students of the following dental colleges shall be inserted thereunder:—

“XII. K.S.R. Institute of Dental Science & Research,
Tiruchengode, Tamil Nadu

(i) Bachelor of Dental Surgery
(When granted on or after 26-8-2008)

BDS Dr. M.G.R. Medical University
Chennai”

XIII. Government Dental College, Chennai,
Tamil Nadu

“(i) Master of Dental Surgery
Prosthodontics

MDS (Prosthodontics) Dr. MGR Medical University
Chennai”

(When granted on or after 26-3-2008)

[No. V-12017/37/2003-DE]

RAJ SINGH, Under Secy.

नई दिल्ली, 5 मार्च, 2009

का. आ. 1209.—केन्द्रीय सरकार भारतीय दन्त चिकित्सा परिषद से परामर्श करने के बाद दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त अधिनियम की अनुसूची के भाग- I में निम्नलिखित संशोधन करती है; अर्थात्:

2. गोवा विश्वविद्यालय, गोवा के संबंध में दन्त चिकित्सक अधिनियम, 1948 की अनुसूची के भाग- I में क्रम संख्या 32 के सामने स्तंभ 2 और 3 की मौजूदा प्रविष्टियों के अंतर्गत निम्नलिखित प्रविष्टियां रखी जाएंगी, अर्थात्:—

“(II) गोवा डेंटल कालेज एंड हास्पिटल, गोवा
कन्जरवेटिव डेंटिस्ट्री

(जब 4-10-2005 को या उसके बाद प्रदान की गई हो)

एम डी एस (कन्ज. डेंटिस्ट्री) गोवा
विश्वविद्यालय, गोवा ”

[सं.वी. 12017/44/99-डी ई]

राज सिंह, अवर सचिव

New Delhi, the 5th March, 2009

S.O. 1209.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. Under existing entries of column 2 & 3 against Serial No. 32, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to Goa University, Goa, the following entries shall be added, namely:

II. Goa Dental College & Hospital, Goa

“Conservative Dentistry
(When granted on or after 4-10-2008)

MDS Dr. (Con. Dentistry)
Goa University, Goa.”

[F.No. V-12017/44/99-DE]

RAJ SINGH, Under Secy.

परमाणु ऊर्जा नियामक परिषद्

नई दिल्ली, 24 अप्रैल 2009

का. आ. 1210.—परमाणु ऊर्जा (विकिरण संरक्षण) नियम, 2004 के नियम 3 (3) (X) तथा परमाणु ऊर्जा विभाग अधिसूचना (भारत सरकार के दिनांक 12-10-2006 के राजपत्र में प्रकाशित का. आ. सं. 4072) के अनुसार प्रदत्त शक्तियों का प्रयोग करते हुए यह अधिसूचित किया जाता है कि बीच सैंड मिनेरल्स (BSM) प्रोसेसिंग फैसिलिटिज, जो इलमेनाइट, रूटाईल, ल्यूकोजीन, जर्कान, सिलिमेनाइट, गार्नेट तथा मोनाजाइट के उत्पादन हेतु खनन एवं खनिजों का पृथक्करण करती हैं तथा इन बीच सैंड खनिजों का भौतिकीय अथवा रासायनिक प्रक्रिया संसाधन करती हैं, उन्हें परमाणु ऊर्जा (विकिरण संरक्षण) नियम, 2004 के नियम 3 के तहत अनुज्ञप्ति प्राप्त करने के लिए आवेदन प्रस्तुत करना आवश्यक है।

[संदर्भ: एईए/16(1)/2008-ईआर/1120]

सुरेन्द्र कुमार शर्मा, अध्यक्ष

परमाणु ऊर्जा नियामक परिषद्, सक्षम प्राधिकारी

ATOMIC ENERGY REGULATORY BOARD

New Delhi, the 24th April, 2009

S.O. 1210.—In exercise of the powers conferred by Rule 3 (3) (x) of the Atomic Energy (Radiation Protection) Rules, 2004 and the Department of Atomic Energy Notification (S. O. No.4072 published in the Gazette of India dated 12-10-2006), it is hereby notified that Beach Sand Minerals (BSM) processing facilities carrying out mining and mineral separation for production of ilmenite, rutile, leucoxene, zircon, sillimanite, garnet & monazite and physical or chemical processing of these BSM are required to apply for licence under Rule 3 of the Atomic Energy (Radiation Protection) Rules, 2004.

[Ref: AEA/16(1)/2008-ER/1120]

S.K. SHARMA, Chairman

Atomic Energy Regulatory Board

Competent Authority

संस्कृति मंत्रालय

नई दिल्ली, 28 अप्रैल, 2009

का. आ. 1211.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में संस्कृति मंत्रालय के प्रशासनिक नियंत्रणाधीन भारतीय मानवविज्ञान सर्वेक्षण, 27, जवाहर लाल नेहरू रोड, कोलकाता-700016 के निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

भारतीय मानवविज्ञान सर्वेक्षण,
उप क्षेत्रीय केन्द्र,
धरमपुरा नं. 1, जगदलपुर,
जिला बस्तर, (छत्तीसगढ़) - 494005

[संख्या : 1-1/2009-हिंदी]

लव वर्मा, संयुक्त सचिव

MINISTRY OF CULTURE

New Delhi, the 28th April, 2009

S.O. 1211.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office of Anthropological Survey of India, 27, Jawaharlal Nehru Road, Kolkata - 700016 under the administrative control of the Ministry of Culture, whereof more than 80% of Staff have acquired the working knowledge of Hindi.

Anthropological Survey of India,
Sub Regional Centre,
Dharampura No.1, Jagdalpur,
Distt.- Bastar, (Chhatisgarh) - 494005

[No.F.1-1/2009-Hindi]

LOV VERMA, Joint Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

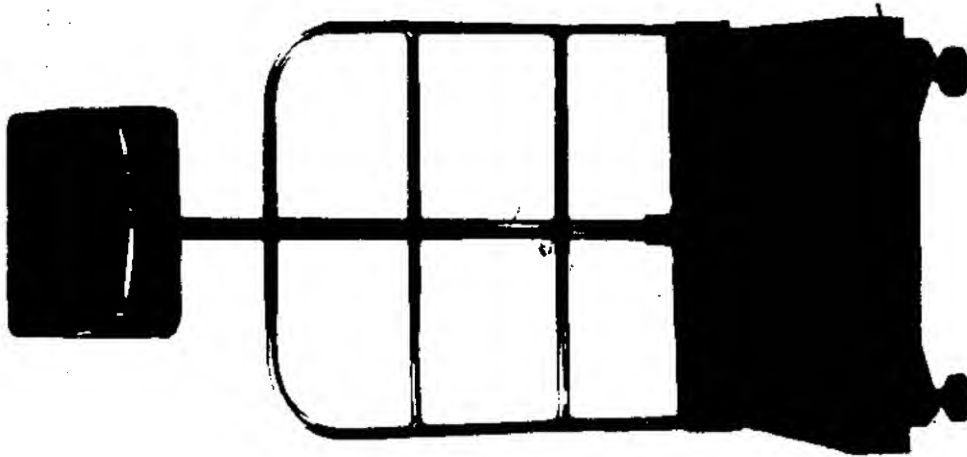
(उपभोक्ता मामले विभाग)

नई दिल्ली, 6 अप्रैल, 2009

का.आ. 1212.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स एस इलेक्ट्रोनिक्स, अकाई टावर, थली टेम्पल के पास, थली क्रॉस कोजीकोड (जिला), केरल-673 002 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एसीपी" शृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ACE" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/09/94 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति 2 मॉडल का सीलिंग करने का योजनाबद्ध डायग्राम

स्टाम्प और सीलिंग के सत्यापन के लिए इंडीकेटर के दायीं तरफ अपर कवर और साइड प्लेट में काट कर दो छेद किए गए हैं और इन दोनों छेदों को लीड वायर से कसा गया है। उपकरण को सील से छड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए एंडो कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मंक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-4} , 2×10^{-4} , 5×10^{-4} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (42)/2009]

अ. माधुग्वथम, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 6th April, 2009

S.O. 1212.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of series "ACP" and with brand name "ACE" (hereinafter referred to as the said model), manufactured by M/s. Ace Electronics, Akai Tower, Near Thali Temple, Thali cross, Kozhikode (Dist.), Kerala-673 002 and which is assigned the approval mark IND/09/09/94;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

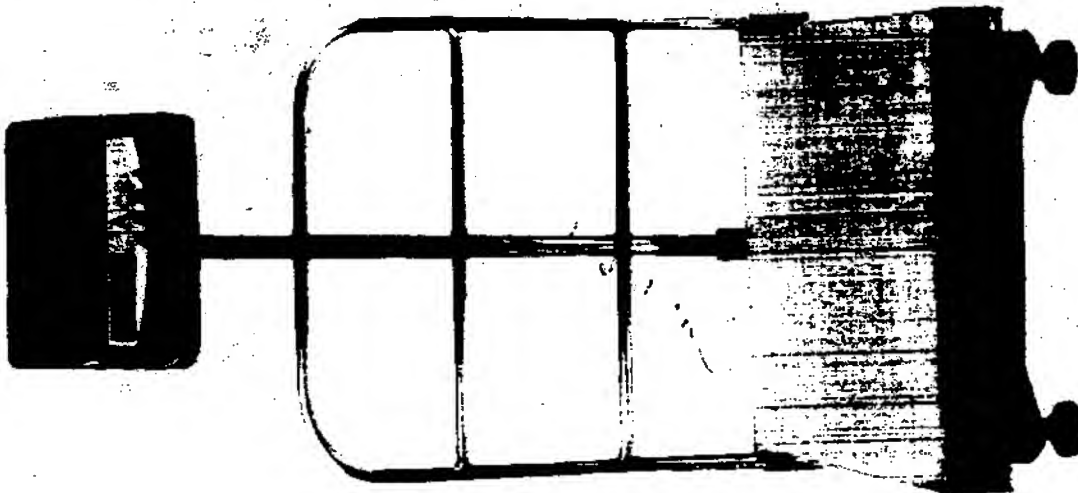


Figure-2 Sealing provision of the indicator of model

From the right side of the indicator two holes are made by cutting the upper cover and side plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The weighing scale can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and up to 5000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(42)/2009]

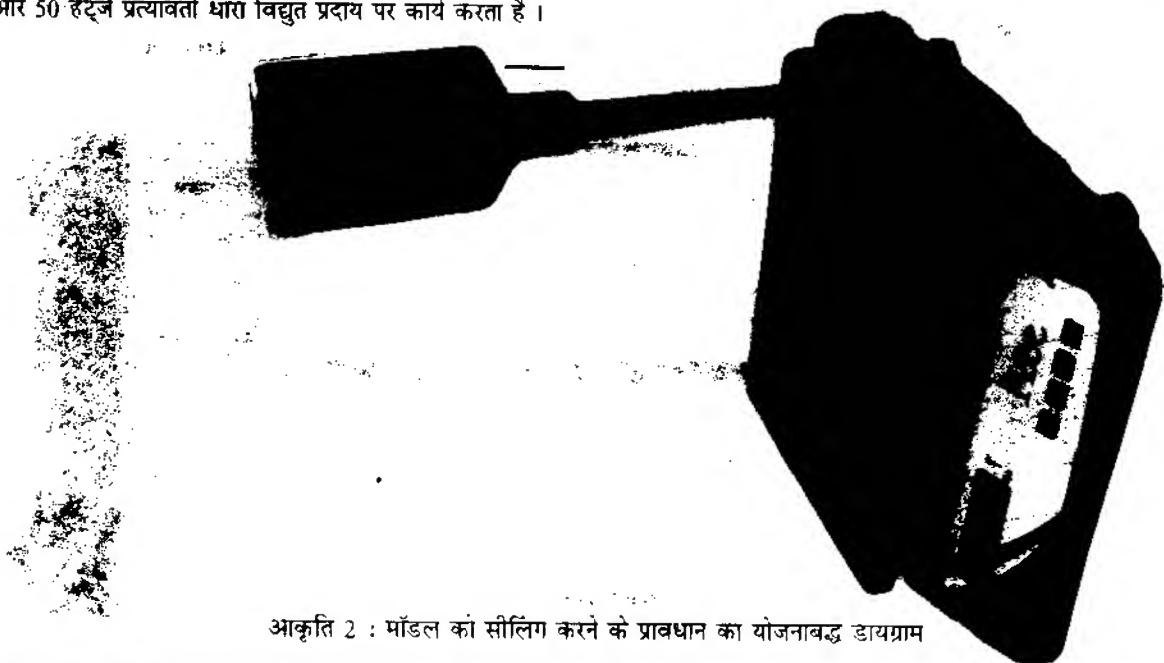
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 अप्रैल, 2009

का.आ. 1213.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स एस इलेक्ट्रॉनिक्स, अकाई टावर, थली टेम्पल के पास, थली क्रॉस कोजीकोड (जिला), केरल-673 002 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एसीटी" शृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ACE" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/09/95 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति 2 : मॉडल का सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

स्टाम्प और सीलिंग के सत्यापन के लिए इंडीकेटर के दायीं तरफ अपर कवर और तल प्लेट में काट कर दो छेद किए गए हैं और इन दोनों छेदों को लोड वायर से कसा गया है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} , 5×10^{-6} , के हैं जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (42)/2009]

आर. माथुरबृथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th April, 2009

S.O. 1213.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-III) of series "ACT" and with brand name "ACE" (hereinafter referred to as the said model), manufactured by M/s. Ace Electronics, Akai Tower, Near Thali Temple, Thali cross, Kozhikode (Dist.), Kerala-673 002 and which is assigned the approval mark IND/09/09/95 ;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with A maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

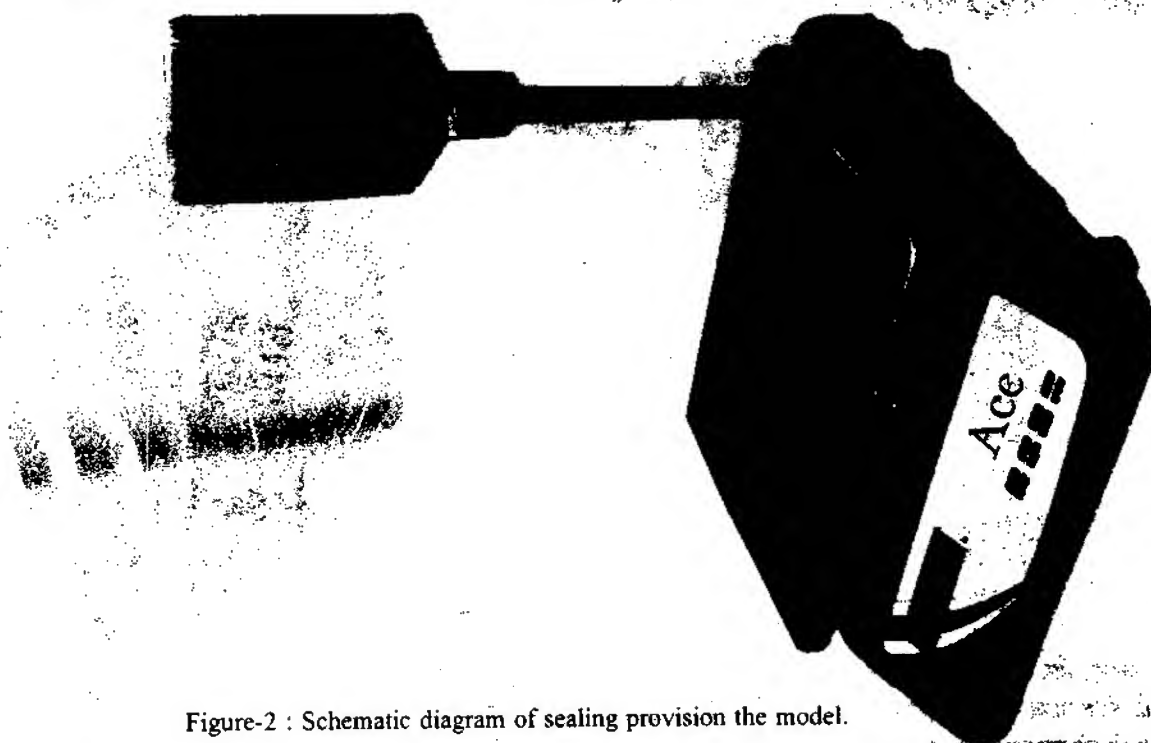


Figure-2 : Schematic diagram of sealing provision the model.

From the right side of the weighing scale two holes are made by cutting the upper cover and bottom plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The weighing scale can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(42)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 अप्रैल, 2009

का.आ. 1214.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एस इलेक्ट्रोनिक्स, अकाई टावर, थली टेम्पल के पास, थली क्रॉस कोजीकोड (जिला), केरल-673 002 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) "एसीजे" श्रृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ACE" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/96 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति 2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्टाम्प और सीलिंग के सत्यापन के लिए इंडीकेटर के दायीं तरफ अपर कवर और तल प्लेट में काट कर दो छेद किए गए हैं और इन दोनों छेदों को लीड वायर से कसा गया है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कलिव्रेशन के लिए बाहरी पहुंच है। बाहरी कलिव्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-3} , 2×10^{-3} , 5×10^{-3} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (42)/2009]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th April, 2009

S.O. 1214.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "ACJ" and with brand name "ACE" (hereinafter referred to as the said model), manufactured by M/s. Ace Electronics, Akai Tower, Near Thali Temple, Thali Cross, Kozhikode (Dist.), Kerala-673 002 and which is assigned the approval mark IND/09/09/96 ;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

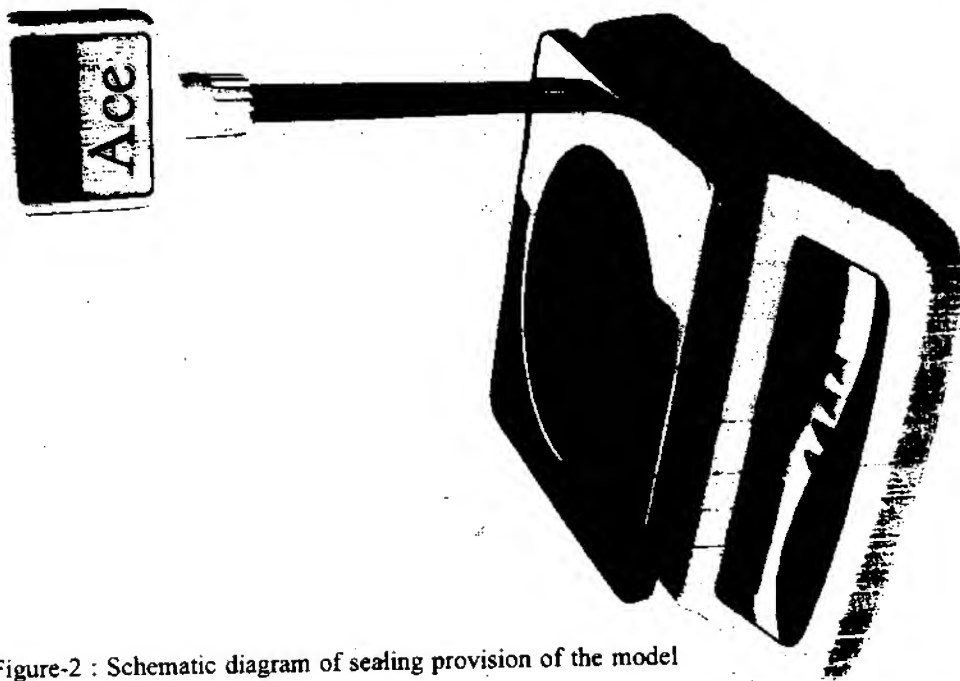


Figure-2 : Schematic diagram of sealing provision of the model

From the right side of the weighing scale two holes are made by cutting the upper cover and bottom plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The weighing scale can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50 mg and with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(42) 2009]

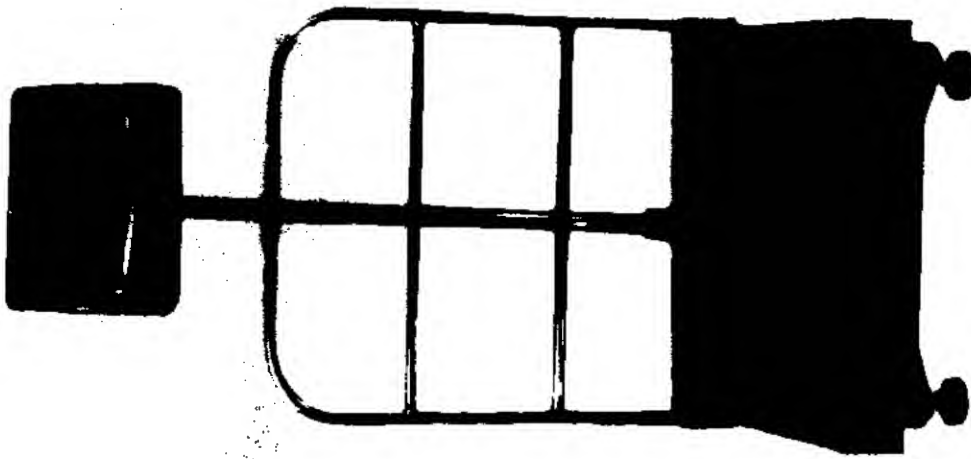
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 अप्रैल, 2009

का.आ. 1215.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एडको डिजिटल सिस्टम, 6/349 काम्बलथ, वेल्सुवम्बरम पी. ओ. मलप्पुरम (जिला), केरल-673 651 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग -III) वाले "एडीपी" शृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एडको" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/09/89 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति 2: मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

स्टाम्प और सीलिंग के सत्यापन के लिए इंडीकेटर के दायीं तरफ अपर कवर और साइड प्लेट में काट कर दो छेद किए गए हैं और इन दोनों छेदों को लीड वायर से कसा गया है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (43)/2009]

आर. माथुरबृथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th April, 2009

S.O. 1215.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy Class-III) of series "ADP" and with brand name "ADCO" (hereinafter referred to as the said model), manufactured by M/s. Adco Digital System, 6/349, Kambalath, Valluvambram. P. O. Malappuram (Dist.), Kerala-673 651 and which is assigned the approval mark IND/09/09/89;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

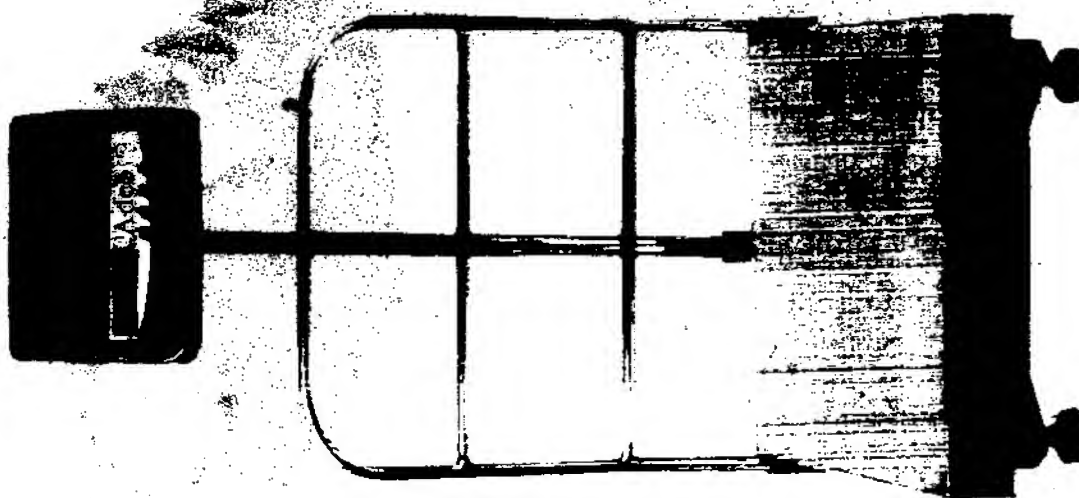


Figure-2 : Sealing provision of the indicator of model

From the right side of the indicator two holes are made by cutting the upper cover and side plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The weighing scale can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and up to 5000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(43)/2009]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 अप्रैल, 2009

का.आ. 1216.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स एडको डिजिटल सिस्टम, 6/349 काम्बलथ, वेल्लुवम्बरम पी. ओ. मल्लनूरम (जिला), कर्नाल-622 651 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “एडीटी” श्रृंखला के अंकक सूचन सहित, अस्वचालित, तालन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एडको” है (जिसे) इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/90 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है,

उक्त मॉडल एक विकृत गेज प्रकार का भार संतुल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्त है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

स्टाम्प और सीलिंग के सत्यापन के लिए इंडीकेटर के दायीं तरफ अपर कवर और तल प्लेट में काट कर दो छेद किए गए हैं और इन दोनों छेदों को लीड वायर से कसा गया है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^{-6} , 2×10^{-6} , 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (43)/2009]

आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th April, 2009

S.O. 1216.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-III) of series "ADT" and with brand name "ADCO" (hereinafter referred to as the said model), manufactured by M/s. Adco Digital System, 6/349, Kambalath, Valluvambram, P. O. Malappuram (Dist.), Kerala-673 651 and which is assigned the approval mark IND/09/09/90;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with A maximum capacity of 30 kg and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

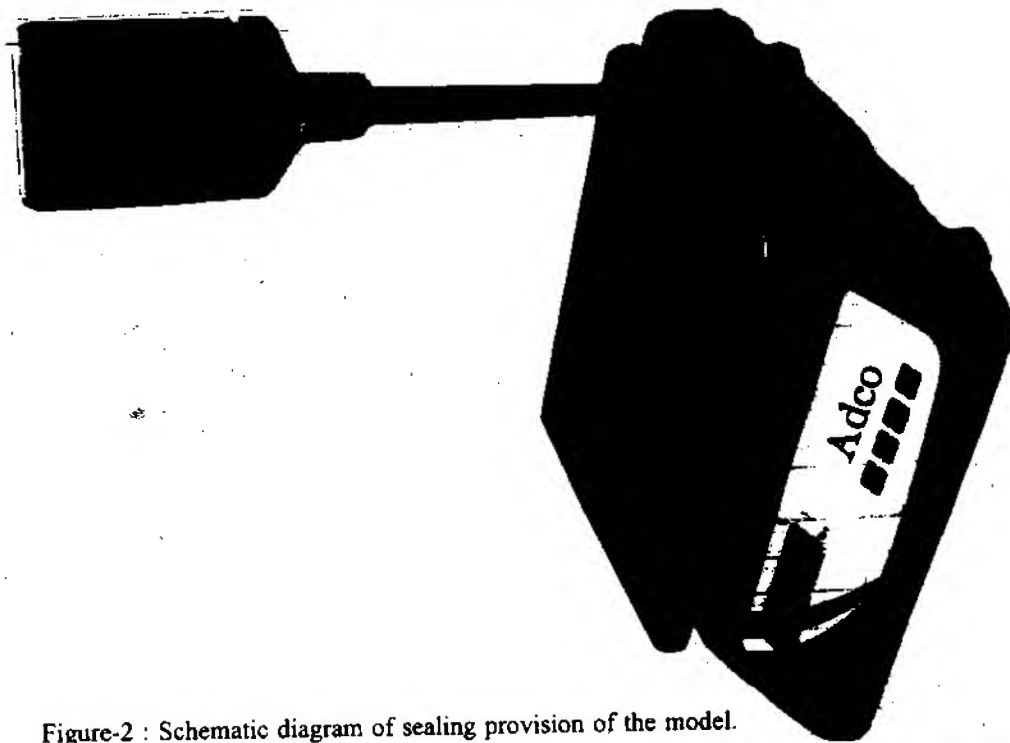


Figure-2 : Schematic diagram of sealing provision of the model.

From the right side of the weighing scale two holes are made by cutting the upper cover and bottom plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The weighing scale can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2 g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(43)2009]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 अप्रैल, 2009

का.आ. 1217.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स एडको डिजिटल सिस्टम, 6/349 काम्बलथ, वेल्लुवम्बरम पी. ओ. मलप्पुरम (जिला), केरल-673 651 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "एडीजे" श्रृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एडको" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/09/91 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति 2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्टाम्प और सीलिंग के सत्यापन के लिए इंडीकेटर के दायीं तरफ अपर कवर और साइड प्लेट में काट कर दो छेद किए गए हैं और इन दोनों छेदों को लीड वायर से कसा गया है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मॉडल, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-3} , 2×10^{-3} , 5×10^{-3} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू.एम-21 (43)/2009]

आर. माथुरवृधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th April, 2009

S.O. 1217.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "ADJ" and with brand name "ADCO" (hereinafter referred to as the said model), manufactured by M/s. Adco Digital System, 6/349, Kambalath, Valluvambram, P.O. Malappuram, Distt. Kerala-673651 which is assigned the approval mark IND/09/09/91;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

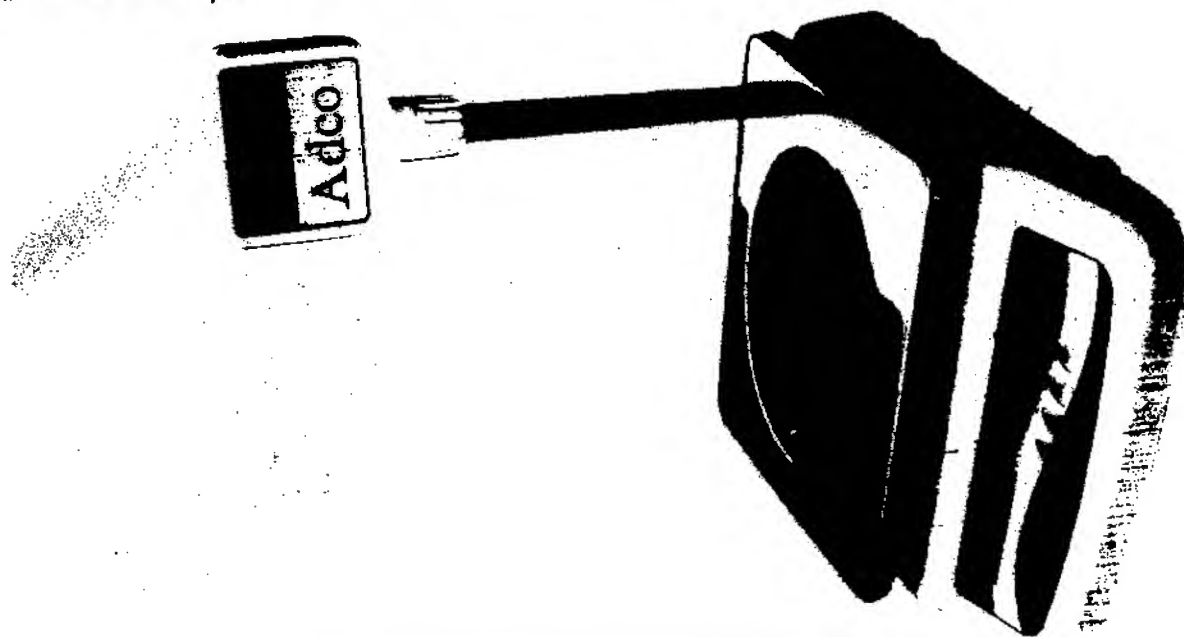


Figure-2 : Schematic diagram of sealing provision of the model.

From the right side of the weighing scale two holes are made by cutting the upper cover and bottom plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The weighing scale can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacities up to 50kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(43)/2009]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 अप्रैल, 2009

क्र.आ. 1218.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स वेल वर्थ इलेक्ट्रॉनिक्स, # नं. 7, बी ब्लॉक, ग्राउंड फ्लोर, पैलेस टावर्स, चेरी रोड, सेलम-636001 (तमिलनाडु) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एमटीटी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “MINERVA” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/97 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

स्टाम्प और सीलिंग के सत्यापन के लिए इंडीकेटर के दायीं तरफ अपर कवर और तल प्लेट में काट कर दो छेद किए गए हैं और इन दोनों छेदों को लीड वायर से कसा गया है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (49)/2009]

आर. माधुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th April, 2009

S.O. 1218.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-III) of series "MTT" and with brand name "MINERVA" (hereinafter referred to as the said model), manufactured by M/s. Well Worth Electronics, # No. 7, "B" Block, Ground Floor, Palace Towers, Cherry Road, Salem-636 001 (T.N.) which is assigned the approval mark IND/09/09/97;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

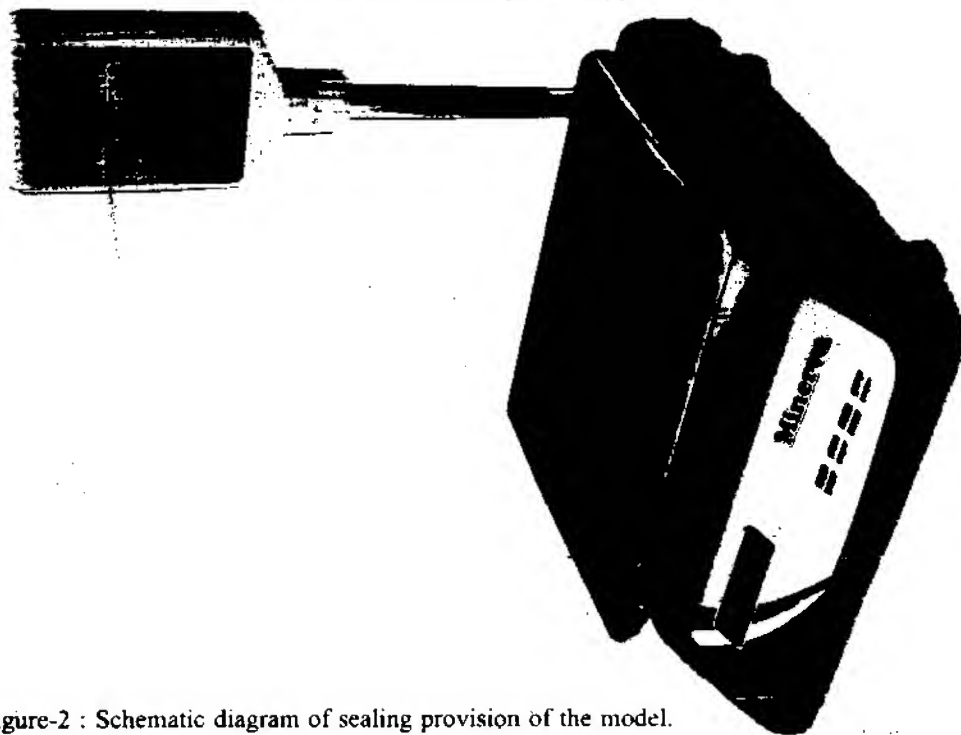


Figure-2 : Schematic diagram of sealing provision of the model.

From the right side of the weighing scale two holes are made by cutting the upper cover and bottom plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The weighing scale cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(49)/2009]

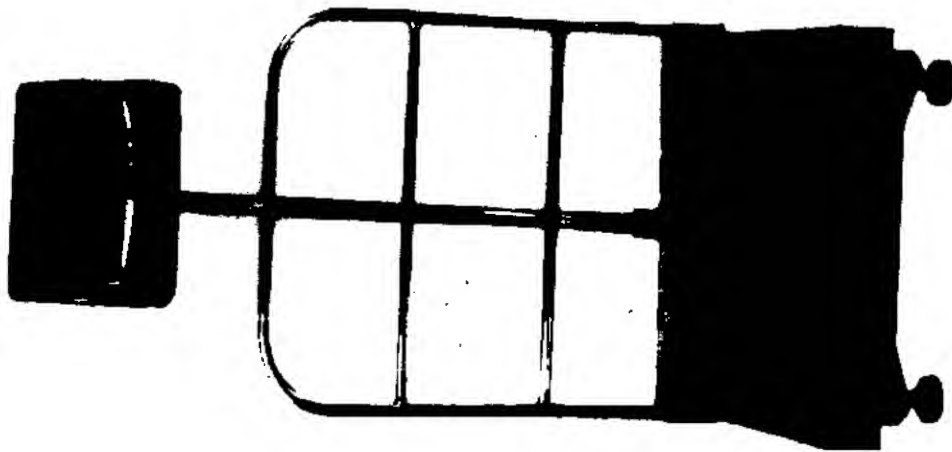
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 अप्रैल, 2009

का.आ. 1219.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स वेल वर्थ इलेक्ट्रोनिक्स, # नं. 7, बी ब्लॉक, ग्राउंड फ्लोर, पैलंस टावर्स, चेरी रोड, सेलम-636001 (तमिलनाडु) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एमपीएफ" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "MINERVA" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/09/98 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्टैम्प और सीलिंग के सत्यापन के लिए इंडीकेंटर के दायीं तरफ अपर कवर और साइड प्लेट में काट कर दो छेद किए गए हैं और इन दोनों छेदों को लीड वायर से कसा गया है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिसमें उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$ के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू.एम-21(49)/2009]

आर. माधुरवृधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th April, 2009

S.O. 1219.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of series "MPF" and with brand name "MINERVA" (hereinafter referred to as the said model), manufactured by M/s. Well Worth Electronics, # No. 7, "B" Block, Ground Floor, Palace Towers, Cherry Road, Salem-636001 (T.N.) and which is assigned the approval mark IND/09/09/98;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg and minimum capacity of 4 kg. The verification scale interval (e) is 200 g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

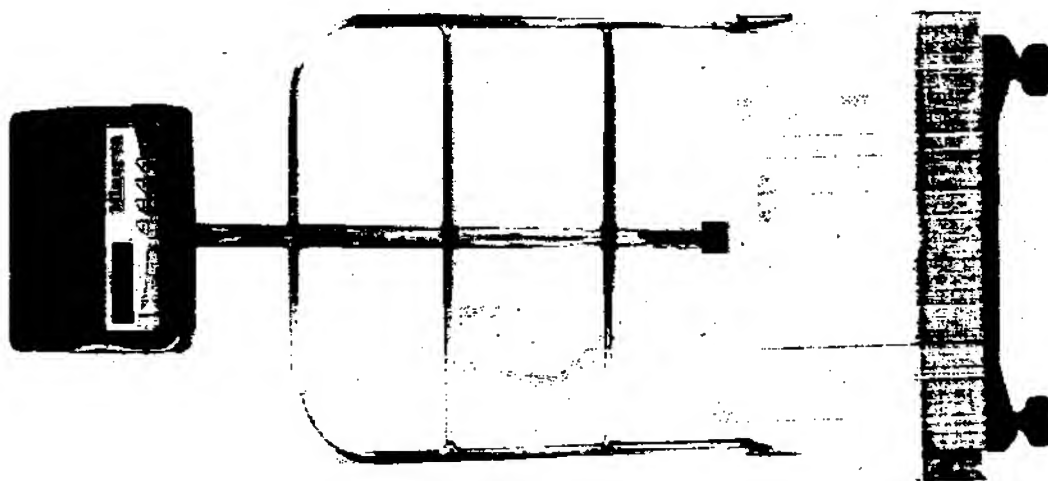


Figure-2 : Sealing provision of the Indicator of model

From the right side of the indicator two holes are made by cutting the upper cover and side plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The indicator cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 50 kg and upto 5000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(49)/2009]

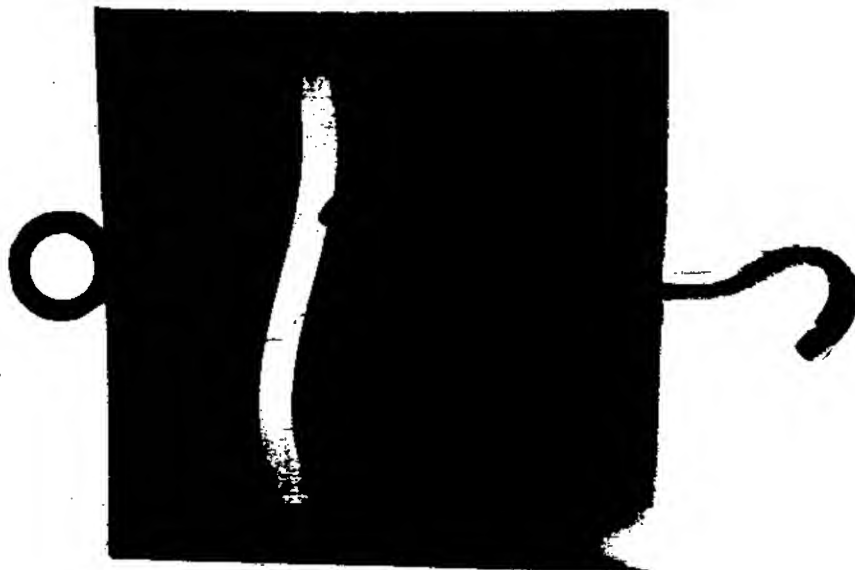
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 अप्रैल, 2009

का.आ. 1220.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स वैल वर्थ इलेक्ट्रोनिक्स, # नं. 7, बी ब्लॉक, ग्राउंड फ्लोर, पैलेस टावर्स, चेरी रोड, सेलम-636 001 (तमिलनाडु) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एमएचएस" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (हैंगिंग प्रकार) के मॉडल का, जिसके ब्रांड का नाम "MINERVA" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है), और जिसे अनुमोदन चिन्ह आई एन डी/09/09/99 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (हैंगिंग प्रकार) है। इसकी अधिकतम क्षमता 150 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

स्टाम्प और सीलिंग के सत्यापन के लिए इंडीकेटर के दायीं तरफ अपर कवर और साईड प्लेट में काट कर दो छेद किए गए हैं और इन दोनों छेदों को लीड वायर से कसा गया है। उपकरण को सोल से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कॅलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कॅलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 500 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-3} , 2×10^{-3} , 5×10^{-3} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (49)/2009]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th April, 2009

S.O. 1220.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Hanging type) with digital indication of medium accuracy (Accuracy class-III) of series "MHS" and with brand name "MINERVA" (hereinafter referred to as the said model), manufactured by M/s. Well Worth Electronics, # no. 7, "B" Block, Ground Floor, Palace Towers, Cherry Road, Salem-636 001 (T.N.) and which is assigned the approval mark IND/09/09/99;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Hanging type) with a maximum capacity of 150 kg and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

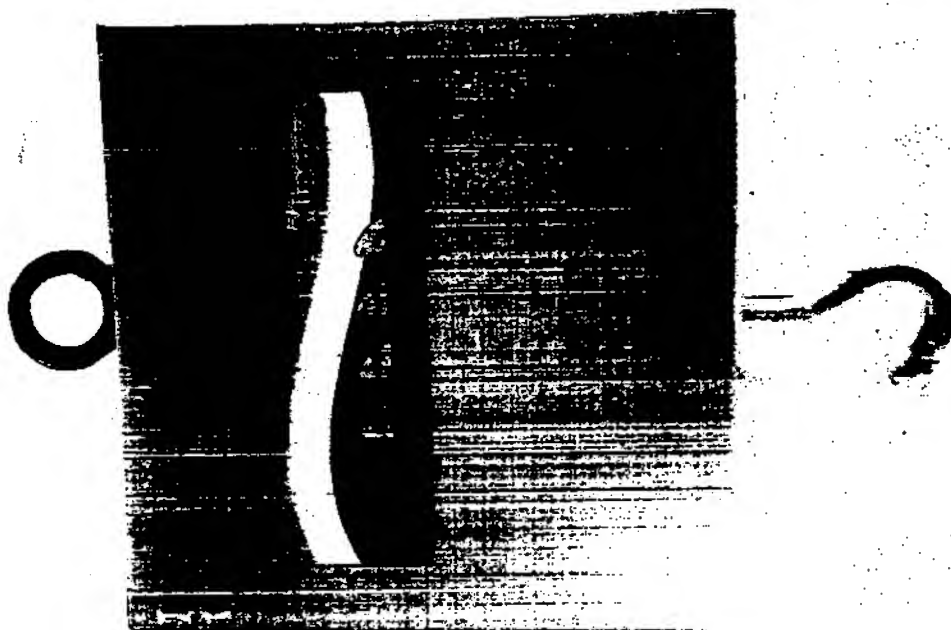


Figure-2 : Sealing provision of the indicator of model.

From the right side of the indicator two holes are made by cutting the upper cover and side plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 500 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(49)/2009]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 अप्रैल, 2009

का.आ. 1221.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स हुंडई इलेक्ट्रॉनिक वेट इंस्ट्रूमेंट, 144, कामगारनगर, नंदनवन, जिला नागपुर (महाराष्ट्र) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एचईडब्ल्यूआई-टीटी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (हैंगिंग प्रकार) के मॉडल का, जिसके ब्रांड का नाम "हुंडई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है), जिसे अनुमोदन चिह्न आई एन डी/09/09/143 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

वेइंग स्कैल के किसी भी तरफ आउटर और इनर कवर काटकर दो छेद किए गए हैं और सत्यापन स्टाम्प और सील प्राप्त करने के लिए इन दो छेदों के जरिए लीड तार को बांधा जाता है। वेइंग स्कैल को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में कॅलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कॅलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} , 5×10^{-6} , 'के' हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (64)/2009]

आर. माधुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th April, 2009

S.O. 1221.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "HEWITT" and with brand name "HUNDAI" (hereinafter referred to as the said model), manufactured by M/s. Hundai Electronic Weight Instrument 144, Kamgarnagar Nandanwan, Distt. Nagpur (Maharashtra) which is assigned the approval mark IND/09/09/143;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

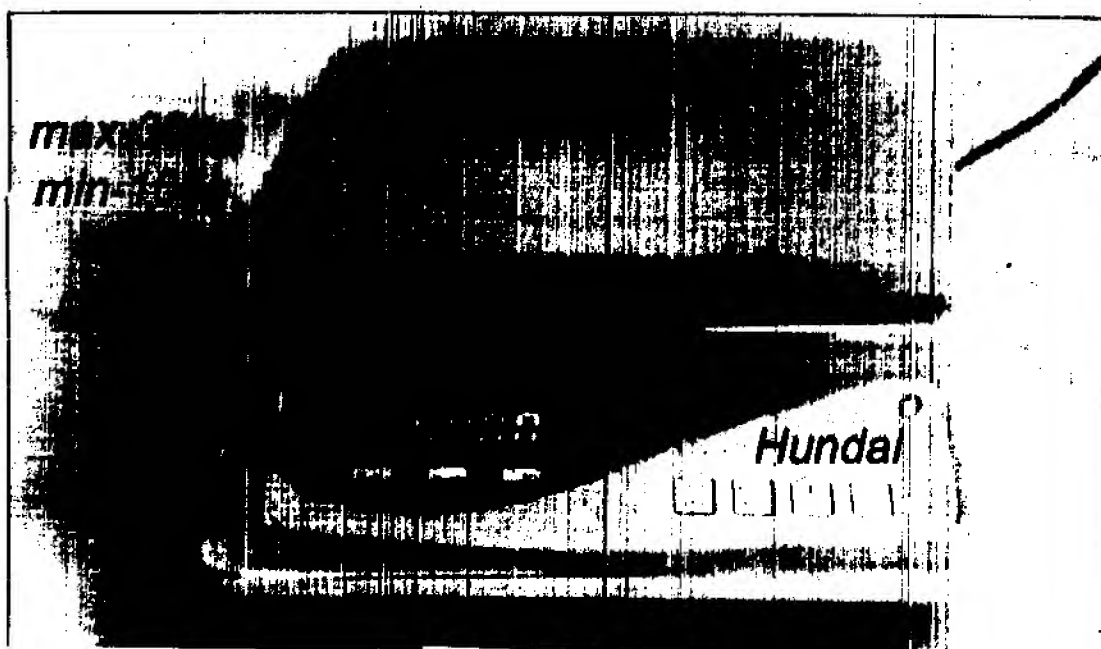


Figure-2 : Schematic diagram of sealing provision of the model

From the either side of the weighing scale two holes are made by cutting the upper cover and bottom plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The weighing scales cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg, with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2g, and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g, or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where 'k' is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(64)/2009]

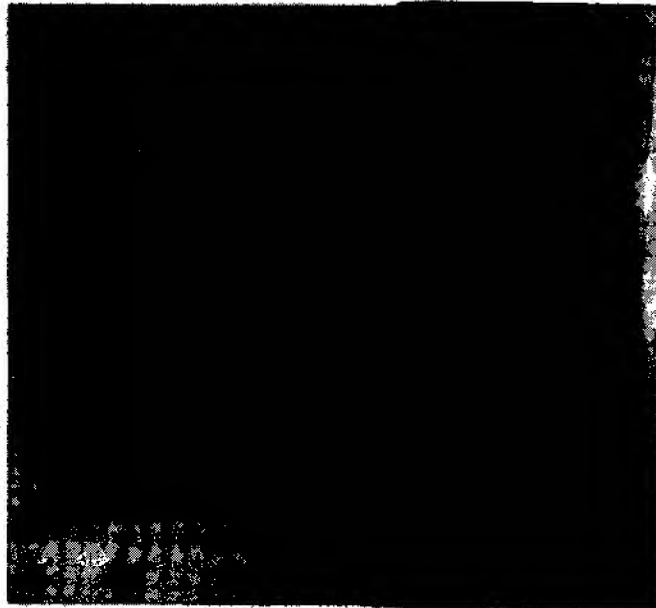
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 अप्रैल, 2009

का.अ. 1222.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स हुंडई इलेक्ट्रॉनिक्स वेट इस्टूमेंट, 144, कामगारनगर, नंदनवन, जिला नागपुर (महाराष्ट्र) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एचईडब्ल्यूआई-एफ डब्ल्यू" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम "हुंडई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है), और जिसे अनुमोदन चिन्ह आई एन डी/09/09/144 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) है। इसकी अधिकतम क्षमता 40 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तित्वमय धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : उपकरण के मॉडल का सीलिंग प्रावधान

इंडीकेटर के किसी भी तरफ आउटर और इनर कवर काटकर दो छेद किए गए हैं और सत्यापन स्टाम्प और सील प्राप्त करने के लिए इन दो छेदों के जरिए लीड तार को बांधा जाता है। वेइंग स्केल को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से अधिक और 200 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (64)/2009]

आर. माथुरबूधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th April, 2009

S.O. 1222.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Weighbridge type) with digital indication of medium accuracy (Accuracy class-III) of series "HEWIFW" and with brand name "HUNDAI" (hereinafter referred to as the said model), manufactured by M s. Hundai Electronic Weight Instrument, 144, Kamgarnagar Nandanwan, Distt. Nagpur (Maharashtra) and which is assigned the approval mark IND/09/09/144;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge Type) with a maximum capacity of 40 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

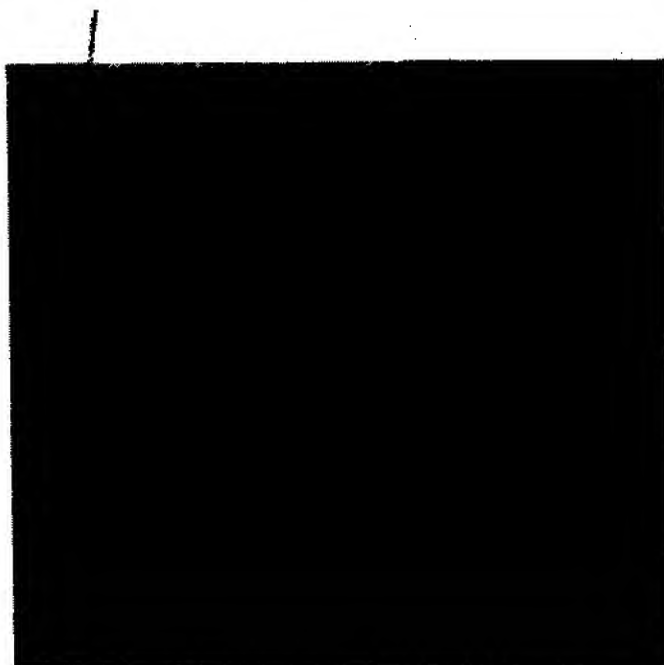


Figure-2 : Sealing provision of the indicator of the model.

By the either side of the indicator two holes are made by cutting the outer and inner cover and fastened by the lead and wire through these two holes for receiving the verification stamp and seal. The indicator cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the said approved model has been manufactured.

[F. No. WM-21(64)/2009]

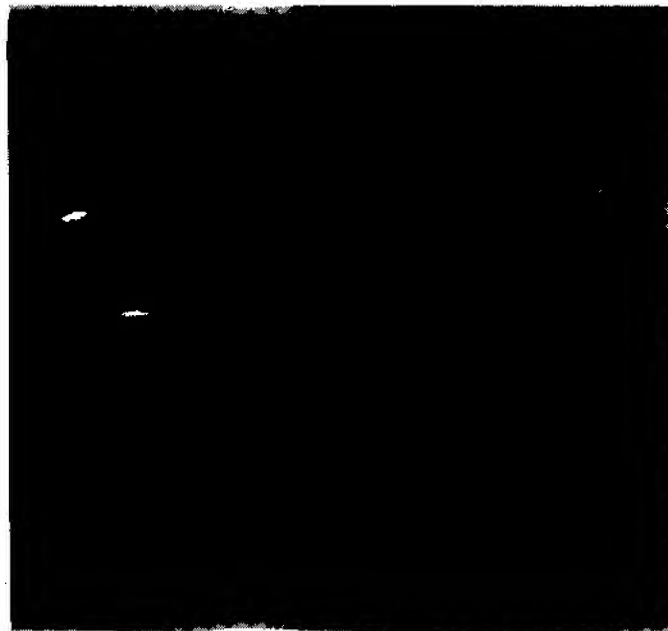
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 अप्रैल, 2009

का.आ. 1223.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स हुंडई इलेक्ट्रॉनिक वेट इंस्ट्रुमेंट, 144, कामगारनगर, नंदनवन, जिला नागपुर (महाराष्ट्र) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एचईडब्ल्यूआई-सी डब्ल्यू" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज कनवर्सन किट प्रकार) के मॉडल का, जिसके ब्रांड का नाम "हुंडई" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है), और जिसे अनुमोदन चिन्ह आई एन डी/09/09/145 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (वेब्रिज कनवर्सन किट प्रकार) है इसकी अधिकतम क्षमता 40 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : उपकरण के मॉडल का सीलिंग प्रावधान

इंडीकेटर के किसी भी तरफ आऊटर और इनर कवर काटकर दो छेद किए गए हैं और सत्यापन स्टाम्प और सील प्राप्त करने के लिए इन दो छेदों के जरिए लीड तार को बांधा जाता है। वेइंग स्केल को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से अधिक और 200 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (64)/2009]

आर. माथुरबृथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th April, 2009

S.O. 1223.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Weighbridge Conversion Kit type) with digital indication of medium accuracy (Accuracy class-III) of series "HEWICW" and with brand name "HUNDAI" (hereinafter referred to as the said model), manufactured by M/s. Hundai Electronic Weight Instrument 144, Kamgarnagar Nandanwan, Distt. Nagpur (Maharashtra) and which is assigned the approval mark IND/09/09/145;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge Conversion Kit type) with a maximum capacity of 30 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



Figure-2 : Sealing provision of the indicator of the model

By the either side of the indicator two holes are made by cutting the outer and inner cover and fastened by the lead and wire through these two holes for receiving the verification stamp and seal. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(64)/2009]

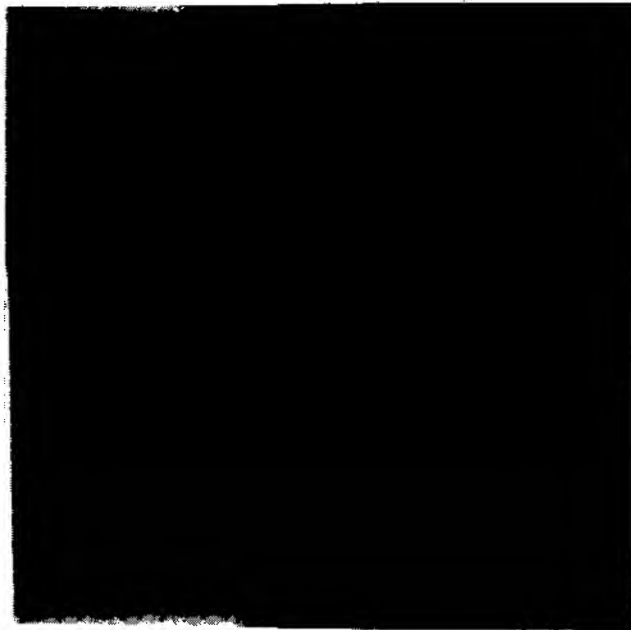
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2009

का.आ. 1224.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स टारको इंडस्ट्रीज वेब्रिज एंड वेइंग स्केल्स, प्लॉट नं. 546-547/2, कठावड़ा, जी आई डी सी एस्टेट, ओढव रोड, अहमदाबाद-382415 गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "डब्ल्यू के सी" शृंखला के अंकक सूचन सहित, अस्वचालित (वेब्रिज प्रकार) तोलन उपकरण के मॉडल का, जिसके ब्रांड का नाम "कंट किंग" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/605 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (वेब्रिज कन्वर्सन किट प्रकार) है। इसकी अधिकतम क्षमता 30 टन है और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

उपकरण के इंडीकेटर की दोनों साइडों में छेद करके, इन छेदों में से सील वायर निकाल कर उस पर लीड सील से सीलिंग की जाती है। सील तोड़े बिना इंडीकेटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से ऊपर और 100 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (233)/2008]

आर. माथुरबुधम, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2009

S.O. 1274—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Weighbridge Type) with digital indication of medium accuracy (Accuracy class-III) of Series "WRC" and with brand name "WEIGHT KING" (hereinafter referred to as the said model), manufactured by M/s. Taree Industries Weighbridge and Weighing Scales, Plot No. 546-547/2, Kathavada, G.I.D.C. Estate, Odhav Road, Ahmedabad-382445 Gujarat and which is assigned the approval mark IND/09/08/605;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge Conversion Kit Type) with a maximum capacity of 30 tonne and minimum capacity of 100kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

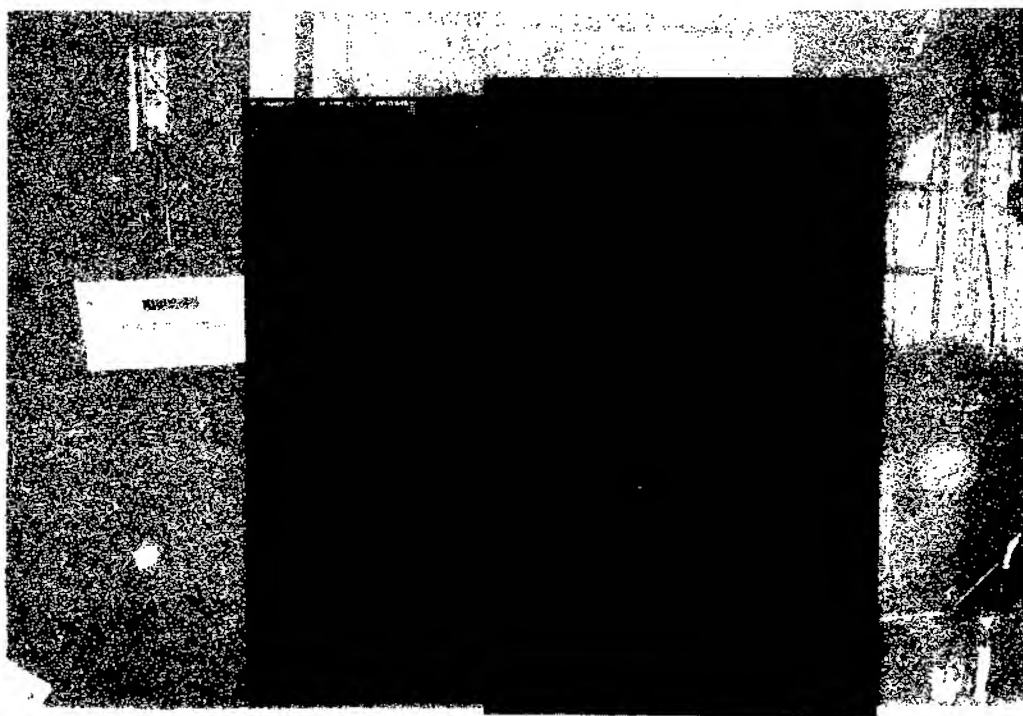


Figure-3 Sealing provision of the indicator of the model

Sealing is done at both sides by making holes in the indicator of the instrument, then a seal wire is passed through these holes and a lead seal is applied. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and upto 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^{-2} , 2×10^{-2} or 5×10^{-2} , where 'e' is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (233)/2008]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2009

का.आ. 1225.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स विक्टर इंडस्ट्रीज एंड सिस्टम, येओला रोड, टकली फाटा, नीयर संजीवनी इंग्लिश मीडियम स्कूल, कोपरगांव-423 601 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग III) वाले "वी एम डब्ल्यू" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "विक्टर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/611 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 600 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक अधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट्स, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

स्टाम्प और सील के सत्यापन के लिए इंडीकेटर के दायीं तरफ अपर कवर और बाटम प्लेट को काट कर दो छेद किए जाते हैं और उन्हें लीड वायर से बांधा जाता है। सील को तोड़े बिना उपकरण को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (239)/2008]

आर. माधुरवृथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2009

S.O. 1225.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of service use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform Type) with digital indication of high accuracy (Accuracy class-III) of Series "VMW" and with brand name "VICTOR" (hereinafter referred to as the said model), manufactured by M/s. Victor Instruments and Systems, Yeola Road, Takli Phata, Near Sanjivani English Medium School, Kopergaon-423 601 and which is assigned the approval mark IND/09/08/611;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 600kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



Figure-2 Sealing diagram

From the right side of the indicator two holes are made by cutting the upper cover and bottom plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The instrument cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and up to 5000kg, with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21 (2298008)]

R. MATHURBOOTHAM, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 22 अप्रैल, 2009

क्र.सं. 1226.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एमएस आईएस 11758:1994 मानक (को) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम सं.	संशोधित भारतीय मानक(को) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आईएस 11758:1994 अल्युमिनियम कठोरता, ब्रेटस्लेस स्प्रिंग ब्रसार्थ—विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 1 मार्च, 2009	31-03-2009

इस संशोधन को अतिरिक्त भारतीय मानक की द्वितीय भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुंबई तथा प्रादेशिक कार्यालयों अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, कर्नाटक, पटना, पुणे तथा तिरुवनन्थपुरम में विक्री के लिए उपलब्ध हैं।

[संदर्भ: एमटीडी 14/T-13]

डॉ. (मैट्रस) स्नेह भट्टा, वैज्ञानिक 'एफ' एवं प्रमुख (एमएंडी)

BUREAU OF INDIAN STANDARDS

New Delhi, the 22nd April, 2009

IS: 11758.—In pursuance of clause (b) of sub-rule (1) of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard, particulars of which are given in the Schedule hereto annexed have been consolidated on the date indicated against each :—

SCHEDULE

Sl. No.	No. of Indian Standard (s) consolidated (a)	No. & year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 11758:1994 Aluminium hardness—Rockwell C—Specification (first revision)	Amendment No. 1 March, 2009	31-03-2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref.: MTD 14/T-13]

Dr. (MRS.) SNEH BHATLA, Scientist 'F' & Head (Met Engg)

नई दिल्ली, 22 अप्रैल, 2009

क्र.सं. 1227.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एमएस आईएस 11758:1994 मानक (को) में संशोधन किया गया/किये गये हैं :—

[700-1581 122: 125H]

(2)

(3)

(4)

(निम्नलिखित तथ्यों) **आईएस 12447:1988** निर्धारित पर

संशोधन संख्या ।

31-03-2009

लेपनों के लिए अस्त के तार की मार्च, 2009

विशिष्ट

शेखरी कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलूर, जोधपुर, गुवाहाटी, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

Establishment
Date of

No. 2 year of the
Indian Standard

संदर्भ : एमटीडी 9/T-49

डा. (श्रीमति) स्नेह पाटेल, अध्यक्ष, एन.डी.ए. प्रमुख (एमटीडी)

New Delhi, the 22nd April 2009

S.O. 1227.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereby annexed have been established on the date indicated against each : (S) (I)

2005, volume 18

SCHEDULE

0005-V-80212572

1

Sl. No.	No. & Year of the Indian Standard (s) amendment (s)	No. & year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)

IS 12447:1988 Specification
for zinc wire for sprayed zinc
coatings

Amendment No. 1
March 2009

34-03-2009

Copyright Amendment is available with the Bureau of Indian Standards, 11, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Kolkata, Kanpur, Nagpur, Pune, Raipur, Ranchi, Secunderabad, Siliguri, Thiruvananthapuram, Varanasi.

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur.

०००९. मङ्गल १८, शिवरात्रि २९

[Ref: MTD 9/T-49]

DR. (MRS.) SNEH BHATLA, Scientist 'F' & Head (Met Engg)

कनाम पतिग्राह में पण्डितजी के (छ) बेटों के (१) मरणोपरान्त के १ मर्णा के (४९१) मर्णा द्वारा कनाम पतिग्राह - ९२२१ में कि

नई दिल्ली, 22 अप्रैल, 2009

का.आ. 1228.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद् द्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :—

क्रम सं.	संशोधित भारतीय मानक (की) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(A)	(B)	(C)	(D)
(1)	8005 प्रथम भाग 1C	(2) 1728:8150	डीओडी (डीओडी-एनकीडॉम 8005:8150 प्रथम भाग 1C)
1	आईएस 61508-7:2000 विद्युत इलेक्ट्रॉनिक प्रोग्राम योग्य इलेक्ट्रॉनिक सुरक्षा संबंधी पद्धतियों की कार्यात्मक सुरक्षा-भाग 7 तकनीकों और मापन का सिंहावलोकन	—	(एनआईएनए एनईए) 31 जनवरी 2009 आईएस-सिनेर्जीय डिप्लोम इंटर नॉम 8005:8274A प्रथम भाग आईसीडीसीओ एनईएडी-एनईएएस ग्रीड मल्टिफ़ंक्शनल एक भाग (एनआईएनए एनईए) प्रथम भाग के निरूपक ग्रीड

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोहाकाता, चण्डीगढ़, चेन्नई, मुम्बई और क्षेत्रीय कार्यालयों: अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिछी हेतु उपलब्ध हैं।

[संदर्भ : ईटी 18/टी-113]

प्रकाश बच्चानी, वैज्ञानिक ई एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 22nd April, 2009

S.O. 1228.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notified that the amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standard	No. & year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS/IEC 61508-7-2000 Functional Safety of Electrical/ Electronic/Programmable Electronic Safety-Related System- Part 7 Over View of Techniques And Measures	—	31 January, 2009

Copy of this Amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 18/T-113]

PRAKASH BACHANI, Scientist E & Head (Electrotechnical)

नई दिल्ली, 27 अप्रैल, 2009

का.आ. 1229.—भारतीय मानक ब्यूरो नियम, 1987 के नियम, 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नवे भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 6218:2008 साईकिल-मडगार्ड-विशिष्ट (पहला पुनरीक्षण)	6218:1971	31 दिसम्बर, 2008
2.	आईएस 14754:2008 पोत एवं समुद्री प्रौद्योगिकी-आवास स्थान का वातानुकूलन और संवातन-डिजाइन परिस्थितियाँ और परिकल्पनों के आधार (पहला पुनरीक्षण)	14754:1999	31 दिसम्बर, 2008

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : टी ई डी/जी-16]

राकेश कुमार, वैज्ञानिक एफ एवं प्रमुख (टी ई डी)

New Delhi, the 27th April, 2009

S.O. 1229.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notified that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year and title of the Indian Standard Established	No. & year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 6218:2008 Bicycle-Mudguards-Specification (first revision)	6218:1971	31 Dec., 2008
2.	IS 14754:2008 Ships and marine technology—Airconditioning and ventilation of accommodation spaces—Design conditions and basis of calculations (first revision)	14754:1999	31 Dec., 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref TED/G-16]

RAKESH KUMAR, Scientist F & Head (Transport Engg)

नई दिल्ली, 27 अप्रैल, 2009

का.आ. 1230.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये मानक(कों)में संशोधन किया गया/ किये गये हैं :-

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 14906:2001 जलपोत पर खील हाडस का वातानुकूलन और संवातन -डिजाइन परिस्थितयाँ और परिकलनों के आधार	संशोधन संख्या 1 मार्च, 2009	31 मार्च, 2009

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : टी ई डी/जी-16]

राकेश कुमार, वैज्ञानिक एफ एवं प्रमुख (टी ई डी)

New Delhi, the 27th April, 2009

S.O. 1234.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. Year & title of the Indian Standard	No. & year of the amendment	Date from which the amendment shall have effect
1	IS 14906:2001 Air conditioning and ventilation of wheelhouse on board ships—Design conditions and basis of calculations	Amendment No. 1, March 2009	31 March, 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref TED/G-16]

RAKESH KUMAR, Scientist 'F' & Head (Transport Engg.)

(3)

13

नई-दिल्ली, 27 अप्रैल, 2009

8005, 50112

का.आ. 1231.- भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये मानकों में संशोधन किया गया है :-

आपकी

क्रम सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
8(1)	(2)	(3)	(4)
	आईएस 3513: (भाग 3) !	2, दिसम्बर 2008	31 मार्च 2009
	1989		

~~(S) 3-11-74~~

1989

इन संशोधनों की प्रतियाँ भारतीय ब्यूरो मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों, नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों, अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पणें तथा तिरुवनन्तापरम में बिक्री हेतु उपलब्ध हैं।

ए.क.सी. वैज्ञानिक 'एफ' एवं प्रमुख (सिबिल इंजीनियर)

New Delhi, the 27th April, 2009

S.O. 1231.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	New & Year of the Indian Standards	New & year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 3513 (Part 3) :1989	2, December 2008	31 March 2009

Copy of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur
Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also
Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur,
Patna, Pune, Thiruvananthapuram.

[०१-११-१९६९ ई.स. : पृ. १९१४]

[Ref CED/Gazette]

(16) १ डि. १९५७ को ३० अक्टोबर, १९४७

A.K. SAINI, Scientist 'F' & Head (Civil Engg.)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 29 अप्रैल, 2009

का.आ. 1232.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र के उपक्रमों के निम्नलिखित कार्यालयों को, जिनके 80 या अधिक प्रतिशत कर्मचारी वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

गेल (इंडिया) लिमिटेड

1. गेल (इंडिया) लिमिटेड
एलपीजी डिस्पैच टर्मिनल, आरपीएल-आरआरटीएफ
एरिया,
मोती खावडी पोस्ट-दिग्विजयग्राम,
जिला जामनगर-361 140 (गुजरात)
2. गेल (इंडिया) लिमिटेड
जीआईडीसी इंडस्ट्रियल इस्टेट,
वाघोडिया-391 760, जिला-वडोदरा (गुजरात)
3. गेल (इंडिया) लिमिटेड
अहमदाबाद आंचलिक कार्यालय, 809, साकार-II,
बिल्डिंग,
एलीस ब्रिज के नजदीक, टाउन हॉल के सामने,
अहमदाबाद-380 006 (गुजरात)
4. गेल (इंडिया) लिमिटेड
राजस्थान गैस पाइपलाइन परियोजना,
मैसर्स आरवीयूएनएल भवन, आरजीटीपीपी
रामगढ़-345022 (राजस्थान)
5. गेल (इंडिया) लिमिटेड
डेसू टर्मिनल, आईपी इस्टेट, रिंग रोड
नई दिल्ली-110 002
6. गेल (इंडिया) लिमिटेड
चौथी मंजिल सावित्री प्लाजा,
इंदिरा गांधी स्क्वायर, 100 फीट रोड,
पुदुचेरी-605005

मंगलूर रिफाइनरी एंड पेट्रोकेमिकल्स लिमिटेड

7. मंगलूर रिफाइनरी एंड पेट्रोकेमिकल्स लिमिटेड
मेकर टॉवर, 16वीं मंजिल "एफ" विंग,
कफ परेड, मुंबई-400005
8. मंगलूर रिफाइनरी एंड पेट्रोकेमिकल्स लिमिटेड
पंजीकृत कार्यालय, पोस्ट कुथेथुर, वाय
काटीपल्ला, मंगलूर-575 030

[सं. 11011/1/2007 (हिन्दी)]

जानकी आहूजा, उप निदेशक (रा. भा.)

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 29th April, 2009

S.O. 1232.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the public Sector undertakings under the administrative control of the Ministry of Petroleum & Natural Gas, in which the 80 or more per cent staff have acquired working Knowledge of Hindi :—

Gail (India) Limited

1. Gail (India) Limited
LPG Dispatch Terminal, RPL-RRTF Area
Moti Khawdi, Post-Digvijaygram
District-Jamnagar-361 140 (Gujarat)
2. Gail (India) Limited
GIDC Industrial Estate
Vaghodiya-391 760, District-Vadodara (Gujarat)
3. Gail (India) Limited
Ahmedabad Zonal Office, 809, Sakar-II Building
Near Alis Bridge, Opp. Town Hall,
Ahmedabad-380 006 (Gujarat)
4. Gail (India) Limited
Rajasthan Gas Pipeline Project
Ms. RVUNL Bhavan, RGTPP,
Ramghar-345 022 (Rajasthan)
5. Gail (India) Limited
DESU Terminal, IP Estate, Ring Road,
New Delhi-110 002
6. Gail (India) Limited
4th Floor Savitri Plaza,
Indira Gandhi Square, 100 Feet Road,
Puducheri-605 005

Mangalore Refinery and Petrochemicals Limited

7. Mangalore Refinery and Petrochemicals Limited
Maker Tower, 16th Floor, "F" Wing,
Cuffe Parade, Mumbai-400 005
8. Mangalore Refinery and Petrochemicals Limited
Registered Office, Post Kuthethur, Vai
Katipalla, Mangalore-575 030

[No. 11011/1/2007 (Hindi)]

JANKI AHUJA, Dy. Director (OL)

नई दिल्ली, 8 मई, 2009

का. अ. 1233.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि पंजाब राज्य में रमन मंडी से हरियाणा राज्य में बहादुरगढ़ तक, पेट्रोलियम तेल के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा 'जी जी एस आर उत्पाद निष्क्रमण परियोजना' के कार्यान्वयन हेतु एक पाइपलाइन विछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन विछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन विछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन विछाने के संबंध में श्री प्रहलाद सिंह, सक्षम प्राधिकारी, (हरियाणा), हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, गुरु गोविन्द सिंह रिफाइनरी उत्पाद निष्क्रमण परियोजना, एम सी एफ नं. - 29, मैक्टर - 6 मार्केट, बहादुरगढ़ - 124507, हरियाणा को लिखित रूप में आक्षेप भेज सकेगा

अनुसूची

तहसील : रोहतक		जिला : रोहतक		राज्य : हरियाणा		
गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. घडौठी	92	135	21	00	00	25
		155	21	00	04	80
		156	11	00	11	63
			12	00	02	78
			17	00	02	02
			18	00	13	15
			19	00	09	10
			20	00	00	25
			24	00	08	60
			25/1	00	06	57
			25/2	00	06	57

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		157	1	00	08	34
			2	00	12	90
			3	00	03	54
			6	00	03	28
			7	00	13	66
			8	00	09	86
			9	00	00	25
			14	00	00	25
			15	00	09	86
		162	1	00	07	33
			2	00	13	66
			3	00	05	31
			6	00	05	31
			7/1	00	04	55
			7/2	00	08	85
			8	00	08	60
			15	00	08	34
		163	11	00	13	66
			12	00	04	30
			17	00	03	03
			18/1	00	03	54
			18/2	00	03	79
			19	00	08	60
			20	00	00	25
			24	00	10	62
			25	00	13	15
		164	21	00	02	02
		175	11	00	06	07
			18/1	00	02	78
			18/2	00	04	04
			19	00	13	66
			20/1	00	04	30
			22	00	00	25
			23	00	05	81
			24/1	00	03	28
			24/2	00	08	60
			25/1	00	03	28
			25/2	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		176	1	00	11	38
			2	00	12	90
			3	00	01	26
			6	00	00	25
			7	00	11	63
			8	00	12	14
			9	00	00	75
			14	00	02	02
			15	00	13	40
		177	5	00	00	25
		187	4/2	00	00	25
			5	00	10	12
		188	1	00	12	39
			2	00	01	01
			7	00	00	25
			8	00	09	61
			9	00	12	90
			10	00	01	26
			13	00	04	04
			14	00	13	91
			15	00	06	83
			16	00	07	08
		189	19	00	03	79
			20	00	13	15
			21	00	00	25
			22	00	10	12
			23	00	12	39
			24	00	00	75
		192	9	00	02	27
			10	00	15	18
			12/1	00	00	25
			12/2	00	08	34
			13	00	13	15
			14	00	01	77
			17	00	03	79
			18	00	00	50
		193	3	00	01	51
			4	00	12	90
			5	00	08	85
			6	00	05	31

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			409	00	04	30
			409/1	00	01	26
			419	00	03	03
			424	00	01	51
			437	00	01	26
			483	00	00	50
			486	00	01	51
			498	00	00	75
			504	00	01	26
			505	00	00	50
			1014	00	01	51
			1026	00	02	02
			1034	00	01	01
2. घुसकांनी	86	38	16	00	10	12
			17	00	08	34
			25	00	03	28
		39	20	00	00	25
			21	00	13	91
			22	00	07	84
		49	21	00	06	57
		50	10	00	02	78
			11/1	00	10	37
			11/2	00	00	50
			12	00	12	65
			13	00	00	75
			16	00	00	25
			17	00	09	86
			18	00	12	90
			19	00	01	01
			24	00	03	54
			25	00	13	91
		51	2	00	06	07
			3	00	13	40
			4	00	02	78
			6	00	13	40
			7	00	08	85
			15/1	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		55	1	00	07	08
			2	00	13	91
			3	00	03	28
			7	00	06	83
			8	00	10	87
			9	00	00	25
			69	00	01	77
3. टिडौली	88	6	11	00	09	86
			12	00	00	25
			18	00	07	84
			19	00	13	66
			20	00	03	28
			23	00	06	32
			24/1	00	09	86
			24/2	00	04	30
			25	00	05	81
		7	6	00	00	25
			7	00	02	78
			14	00	02	78
			15	00	13	40
		23	5	00	08	34
		24	1	00	13	66
			2	00	03	28
			7	00	02	78
			8	00	13	40
			9	00	10	12
			10	00	00	25
			13	00	00	50
			14	00	10	12
			15	00	10	62
		25	11	00	10	62
			12	00	00	75

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		25	18	00	08	85
			19	00	12	14
			20/1	00	02	02
			195/1	00	01	01
			197	00	01	77
			217	00	01	01
4. जिन्दरान	87	35	21	00	00	50
		36	17/1	00	00	50
			17/2	00	03	28
			18	00	04	80
			24	00	12	14
			25	00	11	63
		38	5	00	02	02
		39	1	00	13	40
			2	00	09	61
			3	00	00	25
			6	00	00	25
			7	00	11	38
			8	00	13	15
			9	00	03	79
		40	11	00	11	38
			12	00	00	50
			14	00	02	27
			15	00	12	14
			17	00	00	75
			18	00	11	63
			19	00	12	65
			20/1	00	01	77
			23	00	01	26
			24	00	12	65
			25	00	11	89

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		41	21	00	01	01
		46	21	00	07	08
			22	00	02	27
			23	00	01	01
			24	00	00	25
		47	11	00	12	65
			12	00	02	53
			17	00	03	28
			18	00	13	15
			19	00	11	38
			20	00	00	50
			23/2	00	00	25
			24	00	11	13
		48	1	00	12	39
			2	00	12	65
			3	00	01	26
			6	00	02	02
			7	00	11	89
			8	00	12	39
			9	00	01	01
			14	00	00	75
			15	00	11	89
		49	5	00	01	26
		53	5	00	00	25
		54	1	00	08	09
			2/1	00	04	80
			2/2	00	05	31
			3	00	11	89
			4	00	14	92
			60	00	01	01
			65	00	00	50
			70	00	09	86

(1)	(2)	(3)	(4)	(5)	(6)	(7)
5. खिडवाली	85	201	21/2	00	01	01
			21/3	00	03	28
			22	00	04	55
			23	00	00	25
		202	21	00	02	27
			22	00	02	27
			23/2	00	02	78
			24/1	00	03	03
			24/2	00	00	25
			25/2	00	04	04
		203	21	00	01	01
			22	00	01	01
			23	00	01	01
			24/1	00	01	01
			24/2	00	00	75
			25	00	02	27
		204	21	00	00	25
			22	00	00	25
			23	00	00	25
			24	00	00	25
			25	00	00	50
		206	21	00	00	25
		207	25	00	00	25
		208	5	00	09	10
		209	1	00	12	39
			2	00	12	39
			3	00	12	39
			4	00	12	39
			5/1	00	05	81
			5/2	00	05	08

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		210	1	00	12	39
			2/1	00	03	03
			2/2	00	09	36
			3	00	12	39
			4	00	12	39
			5/1	00	02	53
			5/2	00	09	86
		211	1	00	12	39
			2	00	12	39
			3	00	12	39
			4	00	12	39
			5	00	11	89
		212	1	00	10	87
			2	00	10	87
			3	00	10	87
			4/1	00	05	56
			4/2	00	05	06
			5	00	10	12
		213	1	00	10	12
			2	00	10	12
			3	00	09	61
			4/1	00	08	60
			4/2	00	00	50
			5	00	08	34
		214	1	00	07	84
			2/1	00	06	32
			2/2	00	02	27
			3/1	00	04	04
			3/2	00	02	78
			6	00	00	25
			7	00	11	63
			8	00	03	79
			14	00	04	30
			15	00	13	40
			16/1	00	00	75

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		215	11	00	02	75
			19	00	02	53
			20	00	14	16
			21	00	00	25
			22	00	13	15
			23	00	04	55
		218	3	00	10	87
		218	4	00	07	08
			7	00	04	60
			440	00	07	08
			455	00	01	01
			456	00	01	51
			471	00	00	50
6. बाहमनवादा	80	54	10	00	00	25
			11	00	13	40
			12	00	05	31
			17	00	00	25
			19	00	08	09
			23	00	03	28
			18/1	00	00	25
			18/2	00	09	88
			24/1	00	05	56
			24/2	00	08	60
			25/2	00	03	28
			26	00	01	26
		55	6	00	11	63
		55	7	00	03	03
			15	00	00	75
		58	5	00	10	12
		58	4	00	00	25
		59	1	00	09	36
		59	8	00	01	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		00	9	00	13	40
			10/1	00	03	54
			10/2	00	02	02
			12/1	00	01	26
			13	00	14	67
			14	00	05	81
			16	00	10	87
			17	00	09	10
			25	00	04	04
			26	00	00	25
		00	21	00	13	91
			22/1	00	02	02
		00	11	00	00	75
			19/2	00	04	04
			20	00	14	67
			21	00	00	25
			22/1	00	06	07
			22/2	00	05	06
			23/1	00	00	50
			23/2	00	08	09
		00	1	00	00	25
			2	00	10	87
			3	00	05	31
			7	00	10	12
			8	00	09	86
			14	00	05	06
			15	00	13	15
			16	00	01	01
		79	3	00	07	08
			4	00	11	63
			5	00	00	25
			6	00	14	16
			7	00	03	79
			15	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		80	6	00	07	84
			7	00	00	50
			10	00	03	54
			11/1	00	07	08
			11/2	00	00	25
			12	00	12	39
			13	00	12	39
			14	00	11	63
			15	00	05	06
		81	3	00	00	25
			4/1	00	01	51
			4/2	00	04	55
			5	00	11	63
			7/1	00	06	07
			8	00	12	14
			9	00	12	65
			10	00	12	65
			11	00	00	25
		82	1	00	01	51
			106	00	00	50
			107	00	00	50
			108	00	01	51
			114	00	02	78
			115	00	00	50
			117	00	02	78
			311	00	00	50
			322	00	00	75
			327	00	00	50
7. बसन्तपुर	63	33	22	00	00	25
			23	00	07	33
			24/2	00	12	14
			25	00	12	65

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		34	21	00	12	90
			22	00	02	78
		42	11/1	00	01	77
			19	00	04	04
			20	00	14	16
			21	00	00	25
			22	00	10	62
			23	00	00	50
		43	2	00	05	06
			3	00	11	89
			4/2	00	00	25
			6	00	00	75
			7	00	13	66
			8	00	03	54
			14	00	01	26
			15	00	13	15
			16	00	00	25
		44	1	00	11	38
			2	00	11	89
			3/1	00	02	53
			54	00	04	55
			69	00	03	28
			73	00	03	03
8. मकरौली.कलां	64	6	22	00	02	02
			23	00	07	08
		13	10/2	00	01	77
			11	00	13	40
			12	00	05	81
			18	00	09	86
			19/1	00	07	08
			19/2	00	02	53

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		13	23	00	03	79
			24	00	13	91
			25/1	00	01	01
		14	3	00	07	84
			4	00	11	63
			5	00	00	25
			6	00	14	67
			7	00	03	03
			15/1	00	00	25
		33	4	00	04	30
			5	00	08	60
		35	1	00	04	80
			9	00	09	36
			10	00	10	37
			12	00	05	81
			13/1	00	03	54
			13/2	00	11	13
			14/1	00	00	75
			16	00	04	55
			17	00	13	91
			18	00	00	75
			25	00	09	36
		36	21	00	09	36
		41	20	00	09	86
			21	00	04	80
			22	00	12	65
			23/2	00	00	25
		42	1/1	00	00	25
			1/2	00	05	81
			2	00	12	90
			3	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		42	7	00	02	78
			8/1	00	01	26
			8/2	00	13	15
			9	00	02	78
			13	00	00	25
			14	00	12	90
			15	00	04	55
			16	00	09	36
		69	2	00	02	02
			3	00	14	67
			4	00	02	78
			6	00	06	57
			7	00	12	65
			8	00	00	25
			15	00	08	60
		70	11	00	10	12
			18	00	00	50
			19	00	08	60
			20	00	04	55
			22	00	04	30
			23	00	14	67
			24	00	02	27
		74	9	00	00	25
			10	00	11	63
			11	00	03	28
			12	00	14	92
			13/2	00	01	01
			17	00	05	06
			18	00	13	66
			19	00	00	75
			24	00	08	34
			25	00	00	25
		75	3	00	00	25
			4	00	07	08

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		75	5	00	07	33
			6	00	07	59
			26	00	04	30
			201	00	01	77
			210	00	01	77
			228	00	01	51
			229	00	00	50
			239	00	00	50
			241	00	00	25
9. लादेत	65	1	24	00	01	26
			25	00	07	84
		9	1	00	08	09
			9	00	07	84
			10	00	07	84
			12	00	08	60
			13	00	07	33
			17	00	07	84
			18	00	09	10
			24	00	09	36
			25	00	07	84
		10	5	00	08	85
		13	5	00	09	36
		14	1	00	07	33
			9	00	07	59
			10	00	09	10
			12	00	08	85
			13	00	07	33
			17/2	00	06	57
			18	00	09	36
			24	00	10	87
			25	00	05	56

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		22	1	00	03	54
			9	00	04	04
			10	00	11	63
			12	00	2	90
			13	00	3	28
			17	00	7	51
			18	00	1	16
			19	00	0	25
			23	00	11	25
			24	00	13	91
			25	00	02	02
		23	5	00	10	62
		33	4	00	00	25
			5	00	14	92
			6	00	00	75
		34	1	00	01	01
			9/2	00	00	50
			10	00	14	42
			11	00	01	51
			12	00	13	91
			13	00	00	25
			18	00	13	15
			19	00	02	53
			23	10	04	30
			24	00	10	62
		38	1	00		25
			11	00		83
			12	00		87
			12/2	00		53
			12/2	00		53
			18	00		27
			19	00		14
			27	00		25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		38	23	00	14	67
			24	00	00	50
		39	4	00	06	57
			5	00	08	60
			6	00	06	57
			15	00	00	50
		56	3	00	01	01
			4	00	04	80
			103	00	03	03
			113	00	01	77
			119	00	00	50
			126	00	00	75
			127	00	00	50
			135	00	00	75
10. किलौई खास	60	90	4	00	03	79
			5	00	12	39
		91	1	00	12	39
			2	00	03	28
			3	00	05	31
			4	00	11	13
			5	00	02	02
			6	00	11	89
			7	00	01	01
		92	10	00	04	80
			11	00	10	62
			12	00	08	34
			18	00	11	38
			19	00	07	08
			23	00	04	80
			24	00	14	42
			25	00	01	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		116	21	00	01	77
		117	1/2	00	03	79
			9	00	06	83
			10	00	11	38
			12	00	08	34
			13	00	10	12
			16	00	00	25
			17	00	13	15
			18	00	03	54
			24	00	02	02
			25	00	14	67
		118	4/2	00	00	75
			5	00	13	91
		125	5	00	00	50
		126	1	00	13	40
			2	00	04	04
			8	00	07	84
			9	00	10	87
			12	00	03	03
			13	00	04	04
			14	00	09	61
			16	00	11	89
			17	00	05	81
			25	00	03	54
		127	20	00	00	25
			21	00	14	16
			22	00	00	25
		145	1	00	01	51
			2	00	14	67
			3	00	01	51
			7	00	04	04

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		145	8	00	13	66
			9	00	00	50
			14	00	11	38
			15	00	06	83
			16	00	08	60
			20	00	07	84
			21	00	05	81
			22	00	11	89
			23/1	00	00	25
		158	2	00	02	02
			3	00	13	66
			4	00	00	25
			6	00	01	51
			7/1	00	12	65
			7/2	00	01	77
			8	00	02	02
			14	00	00	75
			15	00	14	42
			16	00	00	25
		159	11	00	02	53
			19	00	04	04
			20	00	13	40
			22	00	12	14
			23	00	06	07
		170	11/2	00	10	37
			19	00	11	38
			20	00	05	56
			22	00	04	80
			23	00	11	89
		171	3	00	09	86
			4	00	07	08
			6	00	08	60
			7	00	08	85
			15	00	07	33

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		85	3	00	04	30
			4	00	05	81
			223	00	05	06
			224	00	05	31
			225	00	06	07
			231	00	01	26
			244	00	00	50
			249	00	00	75
			252	00	01	77
11. भालोठ	59		19	00	00	25
			20	00	09	61
			21	00	04	04
			22	00	13	66
			23	00	07	33
			9	00	10	87
			10/1	00	03	03
			10/2	00	06	57
			12	00	01	26
			13	00	09	36
			14	00	10	62
			15	00	00	25
			16/1	00	01	51
			16/2	00	11	38
			17	00	02	53
			6	00	12	39
			7	00	09	10
	26		3	00	06	83
			4	00	12	39
			5/1	00	00	25
			6	00	14	16
			7	00	02	78
			15	00	01	51

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		27	10	00	00	25
			11	00	13	91
			12	00	02	27
			18/1	00	00	50
			18/2	00	02	27
			19/1	00	00	50
			19/2	00	14	67
			गम्ना	00	01	26
			20/1	00	00	25
			23/2	00	10	12
			24	00	10	12
		34	11	00	11	13
			18	00	00	25
			19	00	13	66
			20/2	00	03	54
			22	00	02	02
			23	00	14	16
			24	00	01	01
		35	4	00	05	81
			6/1	00	08	09
			6/2	00	00	50
			7/1	00	09	10
			15	00	06	83
		61	3/1	00	00	25
			3/2	00	00	25
			4	00	14	67
			5	00	03	54
			6	00	12	14
			7	00	00	25
		62	10	00	05	81
			11	00	09	61
			12	00	08	34
			18	00	11	38

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		62	19	00	07	08
			20	00	03	79
			24	00	13	66
			25	00	00	50
		68	21/2	00	00	25
		69	1	00	01	77
			9	00	04	55
			10	00	13	66
			12	00	11	38
			13	00	04	55
			17/1	00	02	02
			17/2	00	07	33
			18	00	08	60
			24	00	05	81
			25	00	12	14
		70	4	00	01	77
			5	00	14	16
			6	00	00	25
		99	5/1	00	03	03
			5/2	00	00	75
		100	1	00	14	67
			2/1	00	00	25
			2/2	00	00	25
			2/3	00	00	50
			3	00	02	78
			9/1	00	13	66
			9/2	00	00	50
			10	00	01	01
			12/2	00	00	25
			13	00	13	15
			4	00	05	31
			5	00	08	85

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		100	17/1	00	08	85
			17/2	00	00	50
			25	00	06	07
		101	21	00	12	14
			22/2	00	00	25
		105	20	00	11	13
			21	00	03	54
			22	00	13	66
			23	00	00	25
		106	1	00	02	78
			2	00	14	92
			3	00	01	01
			7/1	00	01	26
			7/2	00	03	28
			8	00	13	91
			9	00	00	75
			14	00	11	13
			15	00	08	09
			16	00	07	59
		140	2	00	00	75
			3	00	14	16
			4	00	02	53
			6	00	06	57
			7	00	12	39
			15	00	10	12
		141	11	00	08	09
			20	00	11	38
			21	00	07	84
		146	1	00	11	13
			10	00	11	38
			11	00	11	63

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		146	12	00	00	25
			19	00	07	08
			20	00	02	78
			22	00	11	63
		175	2	00	11	89
			3	00	00	25
			9	00	02	78
			8	00	11	38
			13	00	12	65
			14	00	00	50
			17	00	11	13
			18	00	02	02
			24	00	11	13
			25/1	00	00	25
			25/2	00	01	01
		181	10	00	02	02
			11	00	12	65
			18	00	07	59
			19	00	12	90
			20	00	08	34
			23	00	09	10
			24	00	04	04
		182	4	00	00	75
			5	00	12	65
			6	00	09	86
			15	00	00	25
		206	4	00	13	40
			6/2	00	08	60
			7	00	08	95
			15	00	12	90
			16	00	01	26
		207	11	00	00	75
			20	00	11	89

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		207	21	00	09	86
			22	00	02	53
		210	1	00	00	25
			2	00	12	90
			8	00	08	34
			9	00	05	31
			13	00	12	90
			14	00	00	25
			17	00	10	37
			18	00	02	78
			24	00	07	33
			243	00	02	78
			244	00	02	53
			251	00	02	27
			252	00	03	03
			302	00	00	50
			303	00	00	50
			306	00	02	02
			340	00	02	78
			356	00	00	50
			361	00	01	51

[फा. सं. आर-31015/9/2008-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 8th May, 2009

S. O. 1233.— Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum Products from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana for implementation of "GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh", should be laid by the Hindustan Petroleum Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the Right of User therein or laying of the pipeline under the land, to Shri Prahlad Singh, Competent Authority (Haryana), Hindustan Petroleum Corporation Limited, Guru Gobind Singh Refinery Product Evacuation Project, SCF No. – 29, Sector – 6 Market, Bahadurgarh – 124507, Haryana.

SCHEDULE

Tehsil : ROHTAK		District : ROHTAK		State : HARYANA		
Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. GHRAOTHI	92	135	21	00	00	25
			155	00	04	80
			156	00	11	63
			12	00	02	78
			17	00	02	02
			18	00	13	15
			19	00	09	10
			20	00	00	25
			24	00	08	60
			25/1	00	06	57
			25/2	00	06	57
		157	1	00	08	34
			2	00	12	90
			3	00	03	54
			6	00	03	28
			7	00	13	66
			8	00	09	86
			9	00	00	25
			14	00	00	25
		162	15	00	09	86
			1	00	07	33
			2	00	13	66
			3	00	05	31
			6	00	05	31
			7/1	00	04	55
			7/2	00	08	85
			8	00	08	60
			15	00	08	34

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		163	11	00	13	66
			12	00	04	30
			17	00	03	03
			18/1	00	03	54
			18/2	00	03	79
			19	00	08	60
			20	00	00	25
			24	00	10	62
			25	00	13	15
		164	21	00	02	02
		175	11	00	06	07
			18/1	00	02	78
			18/2	00	04	04
			19	00	13	66
			20/1	00	04	30
			22	00	00	25
			23	00	05	81
			24/1	00	03	28
			24/2	00	08	60
			25/1	00	03	28
			25/2	00	00	25
		176	1	00	11	38
			2	00	12	90
			3	00	01	26
			6	00	00	25
			7	00	11	63
			8	00	12	14
			9	00	00	75
			14	00	02	02
			15	00	13	40
		177	5	00	00	25
		187	4/2	00	00	25
			5	00	10	12

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		188	1	00	12	39
			2	00	01	01
			7	00	00	25
			8	00	09	61
			9	00	12	90
			10	00	01	26
			13	00	04	04
			14	00	13	91
			15	00	06	83
			16	00	07	08
		189	19	00	03	79
			20	00	13	15
			21	00	00	25
			22	00	10	12
			23	00	12	39
			24	00	00	75
		192	9	00	02	27
			10	00	15	18
			12/1	00	00	25
			12/2	00	08	34
			13	00	13	15
			14	00	01	77
			17	00	03	79
			18	00	00	50
		193	3	00	01	51
			4	00	12	90
			5	00	08	85
			6	00	05	31
			409	00	04	30
			409/1	00	01	26
			419	00	03	03
			424	00	01	51
			437	00	01	26

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			483	00	00	50
			486	00	01	51
			498	00	00	75
			504	00	01	26
			505	00	00	50
			1014	00	01	51
			1026	00	02	02
			1034	00	01	01
2. GHUSKANI	86	38	16	00	10	12
			17	00	08	34
			25	00	03	28
		39	20	00	00	25
			21	00	13	91
			22	00	07	84
		49	21	00	06	57
		50	10	00	02	78
			11/1	00	10	37
			11/2	00	00	50
			12	00	12	65
			13	00	00	75
			16	00	00	25
			17	00	09	86
			18	00	12	90
			19	00	01	01
			24	00	03	54
			25	00	13	91
		51	2	00	06	07
			3	00	13	40
			4	00	02	78
			6	00	13	40
			7	00	08	85
			15/1	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		55	1	00	07	08
			2	00	13	91
			3	00	03	28
			7	00	06	83
			8	00	10	87
			9	00	00	25
			69	00	01	77
3. TITOU LI	88	6	11	00	09	86
			12	00	00	25
			18	00	07	84
			19	00	13	66
			20	00	03	28
			23	00	06	32
			24/1	00	09	86
			24/2	00	04	30
			25	00	05	81
		7	6	00	00	25
			7	00	02	78
			14	00	02	78
			15	00	13	40
		23	5	00	08	34
		24	1	00	13	66
			2	00	03	28
			7	00	02	78
			8	00	13	40
			9	00	10	12
			10	00	00	25
			13	00	00	50
			14	00	10	12
			15	00	10	62
		25	11	00	10	62
			12	00	00	75

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		25	18	00	08	85
			19	00	12	14
			20/1	00	02	02
			195/1	00	01	01
			197	00	01	77
			217	00	01	01
4. JINDRAN	87	35	21	00	00	50
		36	17/1	00	00	50
			17/2	00	03	28
			18	00	04	80
			24	00	12	14
			25	00	11	63
		38	5	00	02	02
		39	1	00	13	40
			2	00	09	61
			3	00	00	25
			6	00	00	25
			7	00	11	38
			8	00	13	15
			9	00	03	79
		40	11	00	11	38
			12	00	00	50
			14	00	02	27
			15	00	12	14
			17	00	00	75
			18	00	11	63
			19	00	12	65
			20/1	00	01	77
			23	00	01	26
			24	00	12	65
			25	00	11	89

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		41	21	00	01	01
		46	21	00	07	08
			22	00	02	27
			23	00	01	01
			24	00	00	25
		47	11	00	12	65
			12	00	02	53
			17	00	03	28
			18	00	13	15
			19	00	11	38
			20	00	00	50
			23/2	00	00	25
			24	00	11	13
		48	1	00	12	39
			2	00	12	65
			3	00	01	26
			6	00	02	02
			7	00	11	89
			8	00	12	39
			9	00	01	01
			14	00	00	75
			15	00	11	89
		49	5	00	01	26
		53	5	00	00	25
		54	1	00	08	09
			2/1	00	04	80
			2/2	00	05	31
			3	00	11	89
			4	00	14	92
			60	00	01	01
			65	00	00	50
			70	00	09	86

(1)	(2)	(3)	(4)	(5)	(6)	(7)
5. KHIDWALI	85	201	21/2	00	01	01
			21/3	00	03	28
			22	00	04	55
			23	00	00	25
		202	21	00	02	27
			22	00	02	27
			23/2	00	02	78
			24/1	00	03	03
			24/2	00	00	25
			25/2	00	04	04
		203	21	00	01	01
			22	00	01	01
			23	00	01	01
			24/1	00	01	01
			24/2	00	00	75
			25	00	02	27
		204	21	00	00	25
			22	00	00	25
			23	00	00	25
			24	00	00	25
			25	00	00	50
		206	21	00	00	25
		207	25	00	00	25
		208	5	00	09	10
		209	1	00	12	39
			2	00	12	39
			3	00	12	39
			4	00	12	39
			5/1	00	05	81
			5/2	00	05	06

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		210	1	00	12	39
			2/1	00	03	03
			2/2	00	09	36
			3	00	12	39
			4	00	12	39
			5/1	00	02	53
			5/2	00	09	86
		211	1	00	12	39
			2	00	12	39
			3	00	12	39
			4	00	12	39
			5	00	11	89
		212	1	00	10	87
			2	00	10	87
			3	00	10	87
			4/1	00	05	56
			4/2	00	05	06
			5	00	10	12
		213	1	00	10	12
			2	00	10	12
			3	00	09	61
			4/1	00	08	60
			4/2	00	00	50
			5	00	08	34
		214	1	00	07	84
			2/1	00	06	32
			2/2	00	02	27
			3/1	00	04	04
			3/2	00	02	78
			6	00	00	25
			7	00	11	63
			8	00	03	79
			14	00	04	30
			15	00	13	40
			16/1	00	00	75

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		215	11	00	00	75
			19	00	02	53
			20	00	14	16
			21	00	00	25
			22	00	13	15
			23	00	04	55
		218	3	00	10	87
			4	00	07	08
			7	00	04	80
			440	00	07	08
			455	00	01	01
			456	00	01	51
			471	00	00	50
6. BRAHMANWAS	80	54	10	00	00	25
			11	00	13	40
			12	00	05	31
			17	00	00	25
			19	00	08	09
			23	00	03	28
			18/1	00	00	25
			18/2	00	09	86
			24/1	00	05	56
			24/2	00	08	60
			25/2	00	03	28
			26	00	01	26
		55	6	00	11	63
			7	00	03	03
			15	00	00	75
		58	5	00	10	12
			4	00	00	25
		59	1	00	09	36
			8	00	01	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		59	9	00	13	40
			10/1	00	03	54
			10/2	00	02	02
			12/1	00	01	26
			13	00	14	67
			14	00	05	81
			16	00	10	87
			17	00	09	10
			25	00	04	04
			26	00	00	25
		60	21	00	13	91
			22/1	00	02	02
		68	11	00	00	75
			19/2	00	04	04
			20	00	14	67
			21	00	00	25
			22/1	00	06	07
			22/2	00	05	06
			23/1	00	00	50
			23/2	00	08	09
		69	1	00	00	25
			2	00	10	87
			3	00	05	31
			7	00	10	12
			8	00	09	86
			14	00	05	06
			15	00	13	15
			16	00	01	01
		79	3	00	07	08
			4	00	11	63
			5	00	00	25
			6	00	14	16
			7	00	03	79
			15	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		80	6	00	07	84
			7	00	00	50
			10	00	03	54
			11/1	00	07	08
			11/2	00	00	25
			12	00	12	39
			13	00	12	39
			14	00	11	63
			15	00	05	06
		81	3	00	00	25
			4/1	00	01	51
			4/2	00	04	55
			5	00	11	63
			7/1	00	06	07
			8	00	12	14
			9	00	12	65
			10	00	12	65
			11	00	00	25
		82	1	00	01	51
			106	00	00	50
			107	00	00	50
			108	00	01	51
			114	00	02	78
			115	00	00	50
			117	00	02	78
			311	00	00	50
			322	00	00	75
			327	00	00	50
7. BASANTPUR	63	33	22	00	00	25
			23	00	07	33
			24/2	00	12	14
			25	00	12	65

(4)

(5)

(6)

(7)

12 90

02 78

01 77

04 04

04 16

00 25

10 62

00 50

05 06

11 89

00 25

00 75

13 66

00 54

00 26

13 15

00 25

11 38

11 89

02 53

04 55

03 28

03 03

02 02

07 08

01 77

13 40

05 81

09 86

07 08

02 53

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		13	23	00	03	79
			24	00	13	91
			25/1	00	01	01
		14	3	00	07	84
			4	00	11	63
			5	00	00	25
			6	00	14	67
			7	00	03	03
			15/1	00	00	25
		33	4	00	04	30
			5	00	08	60
		35	1	00	04	80
			9	00	09	36
			10	00	10	37
			12	00	05	81
			13/1	00	03	54
			13/2	00	11	13
			14/1	00	00	75
			16	00	04	55
			17	00	13	91
			18	00	00	75
			25	00	09	36
		36	21	00	09	36
		41	20	00	09	86
			21	00	04	80
			22	00	12	65
			23/2	00	00	25
		42	1/1	00	00	25
			1/2	00	05	81
			2	00	12	90
			3	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		42	7	00	02	78
			8/1	00	01	26
			8/2	00	13	15
			9	00	02	78
			13	00	00	25
			14	00	12	90
			15	00	04	55
			16	00	09	36
		69	2	00	02	02
			3	00	14	67
			4	00	02	78
			6	00	06	57
			7	00	12	65
			8	00	00	25
			15	00	08	60
		70	11	00	10	12
			18	00	00	50
			19	00	08	60
			20	00	04	55
			22	00	04	30
			23	00	14	67
			24	00	02	27
		74	9	00	00	25
			10	00	11	63
			11	00	03	28
			12	00	14	92
			13/2	00	01	01
			17	00	05	06
			18	00	15	66
			19	00	00	75
			24	00	08	34
			25	00	00	25
		75	3	00	00	25
			4	00	07	08

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		75	5	00	07	33
			6	00	07	59
			26	00	04	30
			201	00	01	77
			210	00	01	77
			228	00	01	51
			229	00	00	50
			239	00	00	50
			241	00	00	25
9. LADHAUT	65	1	24	00	01	26
			25	00	07	84
		9	1	00	08	09
			9	00	07	84
			10	00	07	84
			12	00	08	60
			13	00	07	33
			17	00	07	84
			18	00	09	10
			24	00	09	36
			25	00	07	84
		10	5	00	08	85
		13	5	00	09	36
		14	1	00	07	33
			9	00	07	59
			10	00	09	10
			12	00	08	85
			13	00	07	33
			17/2	00	06	37
			18	00	09	36
			24	00	10	87
			25	00	05	56

(1)	(2)	(4)	(5)	(6)	(7)
		1	00	03	54
		9	00	04	04
		10	00	11	63
		11	00	12	90
		12	00	03	28
		17	00	01	51
		18	00	14	16
		19	00	00	25
		23	00	00	25
		24	00	13	91
		25	00	02	02
23		5	00	10	62
33		4	00	00	25
		5	00	14	92
		6	00	00	75
34		1	00	01	01
		9/2	00	00	50
		10	00	14	42
		11	00	01	51
		12	00	13	91
		13	00	00	25
		18	00	13	15
		19	00	02	53
		23	00	04	30
		24	00	10	62
38		1	00	00	25
		10	00	06	83
		11	00	10	87
		12/1	00	02	53
		12/2	00	02	53
		18	00	02	27
		19	00	12	14
		22	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		38	23	00	14	67
			24	00	00	50
		39	4	00	06	57
			5	00	08	60
			5	00	06	57
			15	00	00	50
		56	3	00	01	01
			4	00	04	80
			103	00	03	03
			113	00	01	77
			119	00	00	50
			126	00	00	75
			127	00	00	50
			135	00	00	75
10. KILOI KHAS	60	90	4	00	03	79
			5	00	12	39
		91	1	00	12	39
			2	00	03	28
			3	00	05	31
			4	00	11	13
			5	00	02	02
			6	00	11	89
			7	00	01	01
		92	10	00	04	80
			11	00	10	62
			12	00	08	34
			18	00	11	38
			19	00	07	08
			23	00	04	80
			24	00	14	42
			25	00	01	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		116	21	00	01	77
		117	1/2	00	03	79
			9	00	06	83
			10	00	11	38
			12	00	08	34
			13	00	10	12
			16	00	00	25
			17	00	13	15
			18	00	03	54
			24	00	02	02
			25	00	14	67
		118	4/2	00	00	75
			5	00	13	91
		125	5	00	00	50
		126	1	00	13	40
			2	00	04	04
			8	00	07	84
			9	00	10	87
			12	00	03	03
			13	00	04	04
			14	00	09	61
			16	00	11	89
			17	00	05	81
			25	00	03	54
		127	20	00	00	25
			21	00	14	16
			22	00	00	25
		145	1	00	01	51
			2	00	14	67
			3	00	01	51
			7	00	04	04

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		145	8	00	13	66
			9	00	00	50
			14	00	11	38
			15	00	06	83
			16	00	08	60
			20	00	07	84
			21	00	05	81
			22	00	11	89
			23/1	00	00	25
		158	2	00	02	02
			3	00	13	66
			4	00	00	25
			6	00	01	51
			7/1	00	12	65
			7/2	00	01	77
			8	00	02	02
			14	00	00	75
			15	00	14	42
			16	00	00	25
		159	11	00	02	53
			19	00	04	04
			20	00	13	40
			22	00	12	14
			23	00	06	07
		170	11/2	00	10	37
			19	00	11	38
			20	00	05	56
			22	00	04	80
			23	00	11	89
		171	3	00	09	86
			4	00	07	08
			6	00	08	60
			7	00	08	85
			15	00	07	33

(5)	(4)	(5)	(6)	(7)
00		00	04	30
00		00	05	81
			05	06
			05	31
			06	07
			01	26
			00	50
			00	75
			01	77
			00	25
			09	61
			04	04
			13	66
			07	33
			10	87
			03	03
			06	57
			01	26
			09	36
			10	62
			00	25
			00	01
			00	11
			00	02
			12	39
			09	10
			06	83
			12	39
			00	25
			14	16
			02	78
			01	51

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		27	10	00	00	25
			11	00	13	91
			12	00	02	27
			18/1	00	00	50
			18/2	00	02	27
			19/1	00	00	50
			19/2	00	14	67
			Cart Track	00	01	26
			20/1	00	00	25
			23/2	00	10	12
			24	00	10	12
	34		11	00	11	13
			18	00	00	25
			19	00	13	66
			20/2	00	03	54
			22	00	02	02
			23	00	14	16
			24	00	01	01
	35		4	00	05	81
			6/1	00	08	09
			6/2	00	00	50
			7/1	00	09	10
			15	00	06	83
	61		3/1	00	00	25
			3/2	00	00	25
			4	00	14	67
			5	00	03	54
			6	00	12	14
			7	00	00	25
	62		10	00	05	81
			11	00	09	61
			12	00	08	34
			18	00	11	38
			19	00	07	08
			23	00	03	79
			24	00	13	66
			25	00	00	50
	68		21/2	00	00	25
	69		1	00	01	77
			9	00	04	55
			10	00	13	66
			12	00	11	38
			13	00	04	55

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			17/1	00	02	02
			17/2	00	07	33
			18	00	08	60
			24	00	05	81
			25	00	12	14
		70	4	00	01	77
			5	00	14	16
			6	00	00	25
		99	5/1	00	03	03
			5/2	00	00	75
		100	1	00	14	67
			2/1	00	00	25
			2/2	00	00	25
			2/3	00	00	50
			8	00	02	78
			9/1	00	13	66
			9/2	00	00	50
			10	00	01	01
			12/2	00	00	25
			13	00	13	15
			14	00	05	31
			16	00	08	85
			17/1	00	08	85
			17/2	00	00	50
			25	00	06	07
		101	21	00	12	14
			22/2	00	00	25
		105	20	00	11	13
			21	00	03	54
			22	00	13	66
			23	00	00	25
		106	1	00	02	78
			2	00	14	92
			3	00	01	01
			7/1	00	01	26
			7/2	00	03	28
			8	00	13	91
			9	00	00	75
			14	00	11	13
			15	00	08	09
			16	00	07	59

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		140	2	00	00	75
			3	00	14	16
			4	00	02	53
			6	00	06	57
			7	00	12	39
			15	00	10	12
		141	11	00	08	09
			20	00	11	38
			21	00	07	84
		146	1	00	11	13
			10	00	11	38
			11	00	11	63
			12	00	00	25
			19	00	07	08
			20	00	02	78
			22	00	11	63
		175	2	00	11	89
			3	00	00	25
			9	00	02	78
			8	00	11	38
			13	00	12	65
			14	00	00	50
			17	00	11	13
			18	00	02	02
			24	00	11	13
			25/1	00	00	25
			25/2	00	01	01
		181	10	00	02	02
			11	00	12	65
			18	00	07	59
			19	00	12	90
			20	00	08	34
			23	00	09	10
			24	00	04	04
		182	4	00	00	75
			5	00	12	65
			6	00	09	86
			15	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		206	4	00	13	40
			6/2	00	08	60
			7	00	08	85
			15	00	12	90
			16	00	01	26
		207	11	00	00	75
		—	20	00	11	89
			21	00	09	86
			22	00	02	53
		210	1	00	00	25
			2	00	12	90
			8	00	08	34
			9	00	05	31
			13	00	12	90
			14	00	00	25
			17	00	10	37
			18	00	02	78
			24	00	07	33
			243	00	02	78
			244	00	02	53
			251	00	02	27
			252	00	03	03
			302	00	00	50
			303	00	00	50
			306	00	02	02
			340	00	02	78
			356	00	00	50
			361	00	01	51

[F. No. R-31015/9/2008-O.R. II]
A. GOSWAMI, Under Secy

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 13 अप्रैल, 2009

का.आ. 1234.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/95 आफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2009 को प्राप्त हुआ था।

[सं. एल-40011/12/2001-आई.आर.(डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 13th April, 2009

S.O. 1234.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/95 of 2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2 Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Post and their workmen, which was received by the Central Government on 13-4-2009.

[No. L-40011/12/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI****Present :** A. A. Lad, Presiding Officer**Reference No. CGIT-2/95 of 2001**Employers in relation to the management of the Post
Master General Department of PostsThe Post Master General,
Department of Post,
Videsh Dak Bhavan,
Mumbai-400 001.**AND**

Their Workmen

The Circle Secretary,
Bhartiya Postal Employees Union,
Foreign Post Circle,
Class III & IV
Mumbai-400 001.**APPEARANCES**

For the Employer : Mr. V. Narayanan, Advocate.

For the Workman : Mr. J. H. Sawant, Advocate

Mumbai, dated 16th February, 2009

AWARDThe Government of India, Ministry of Labour by
its order No. L-40011/12/2001-IR(DU), dated 9-7-2001 in

exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication;

“Whether the action of the Management of Department of Post by not regularising the services of seven workmen viz. 1. S/Sh. Bhausahab R. Shikhare, 2. Rajesh S. Kadam, 3. Sitaram L. Gahare, 4. Sidharath M. Sonawane, 5. Suresh R. Chavan, 6. S.G. Sawane, 7. Ravindra A. Bamne in the services of the Department is justified and proper? If not, then what relief the workmen are entitled to?”

2. Claim Statement is filed at Ex-7 under the signature of Circle Secretary, Bhartiya Postal Employees Union making out case that, names given in paragraph 2 of Claim Statement are working against vacant post of Grade-D i.e. in the cadre of “Hamal” in the office of the Controller, Foreign Mails Mumbai which is now known as PMG (BD & FM). It is contended that the employees mentioned in para 1 of claim statement were selected for the post and were employed w.e.f. 7-1-1992. It is stated that, since then they are attending same work regularly and the nature of work attended by these workmen are regular and permanent which is required to be continued by first party.

3. It is contended that, initially these workers were paid at lower rate and thereafter, they were confirmed as temporary employees and were treated as “Group-D” employees from the date shown against their names in para. 1 of claim statement.

4. According to union, though these 7 workmen are working from 1992, on the post of “Hamal” and that too against “vacant post” and attending permanent type of work, still they are not regularized in the employment. Time and again said point was agitated by the union. However Controller FM Mumbai ignored and failed to comply the demand of the union. It is contended that, as a result of it workmen involved in the reference are deprived of their rights and benefits and getting permanency and benefits attached to that permanent post. So it is prayed that, action of the PMG (BD & FM) in not regularising these workmen in the post of Group-D i.e. as “Hamal” be declared illegal and unjustified and request to direct management to give status and privilege of permanent Group-D “Hamal” w.e.f. 7-1-1992.

5. This is disputed by the management by filing reply at Ex-8 stating and contending that out of the employees mentioned in the para 1 of the claim statement, S.G. Sawane was granted temporary status w.e.f. 1-1-1998. It is contended that, as far as Bhartiya Dak Karmachari Sangh is concerned, it is stated that it is not recognized union as per Directorate, Department of Posts, New Delhi. It is contended that, casual labour mentioned in para 1 of claim statement are not eligible for membership of any union as they are not Government Servants and they have not submitted representation to competent authority about their

grievances. It is stated that, since concerned workmen did not submit their individual representation, their claim was not examined by the authority and as such, these workmen are not entitled to any relief.

6. It is further contended that, while filling post of 60 candidates, there must be 10 candidates of each category i.e. of SC/ST. It is contended that, since these workmen were engaged on daily wages, they cannot be considered for regularisation in Group-D category. It is contended that, unless and until there is a vacancy, they cannot be regularised.

7. The case of the first party is that, as per letter dated 31-12-1991, list of 34 candidates were sent by Employment Exchange. It is contended that, out of them, 20 candidates were selected including 7 involved in the reference and they have been engaged on daily wages by letter dated 7-1-1992.

8. It is contended that, in the year 1991, there were 9 vacancies in Group-D category which was informed to Employment Exchange. It is contended that, there were 34 daily wages workers in 1985 & 1986 working against vacancies, leave vacancies and sudden absenteeism. It is contended that, since they were posted against such a category, they cannot be regularised on "permanent post of Hamal". It is contended that however all these workman involved in the reference were engaged on daily wage basis against certain absenteeism since 1992 onwards and they are confirmed with temporary status as well as against Group-D staff.

9. It is contended by first party that, it deny that, it neglected to follow the orders issued by the Department and failed to fill the post of SC and ST category. It denied that, purposely workmen involved in reference were not considered for the post. It is submitted that, name of union now does not have any force to stand.

10. Rejoinder is filed by union at Ex-9 reiterating the same story narrated in the Claim Statement.

11. In view of above pleadings, my learned predecessor framed issues at Ex-11 which I answer as follows :

ISSUES	FINDINGS
(i) Whether the action of the management of Department of Post by not regularising the services of seven workmen viz. S/Sh.Bhausheb R. Shikhare, Rajesh S. Kadam Sitaram L. Gahare, Sidharath M. Sonawane, Suresh R. Chavan, S. G. Sawane, Ravindra A. Bamne in the services of the Department is justified and proper ?	Yes.

(ii) What relief the workman are entitled to?

Does not survive.

Reasons

Issues 1 & 2:—

12. The Bhartiya Postal Employees Union while filing claim statement Ex-7 stated that, the workers involved in the reference as mentioned in para 1 of claim statement though are working from 7-1-1992 against vacancy and doing permanent type of work of Hamal are not treated as permanent employees and are not getting benefits at par with the Group-D staff. It is contended that, purposely they were ignored by the first party. This is denied by first party stating that, from 7-1-1992, they cannot be regularised since there was no vacancy and as and when vacancy occurred they are regularized and now question of their regularisation does not arise.

13. To support their case, union rely upon affidavit filed by Rajesh Kadam Ex-16 in lieu of examination in chief where he states that, he was selected on 7-1-92 and he was attending regular work of "Hamal" which is of permanent nature. He states that, said work is done by workers of Group-D category. He states that though there was clear vacancy, he was not getting regular work. He also states that, status of regular employee was not given to him so also benefit attached to the permanent employee working on the post. In the cross he states that, he was regularized in the post on 24-11-98 though he is working from 7-1-92. Then second party placed reliance on affidavit of Sitaram L. Ghare filed at Ex-23 in lieu of examination in chief who gives same story as given by first witness. In the cross this witness admits that, he was appointed on daily wages by the Department. He states that wages were paid as per his attendance. He admits that, he was sent back when work was not available. He admits that no medical test was taken, when he was posted as a temporary employee. He also states that, he was called for interview and then was selected. He admits that, he and his other colleagues are regularized by the Department. He denies that, all of them were regularized by following rules and regulations. He states that, he should be treated as a regular employee from 1992. On that, second party filed purshis Ex-24 for closing evidence.

14. Against that management examined Narayan Pandurang Kud by filing his affidavit at Ex-25 in lieu of examination in chief. He states that, employee involved in the reference are regularized as mentioned by him in para 6 of his affidavit on different dates. In the cross he states that, these workers are working from 1992. He admits that, no break was given to them. He admits that after completing 240 days they can claim permanency. He admits that, after 1995, temporary status was given to these workers. He states that before regularisation they were getting wages of temporary employee and after giving increment their

salary was fixed. He states that initially their salary was Rs.2960 which was made Rs.2,550 which is the beginning salary of permanent employee. On that first party closed evidence by filing purshis Ex-26.

15. Written arguments are submitted by the union at Ex-28 and first party at Ex-27.

16. Going through the evidence referred above, we find that the grievance of these employees involved in the reference to make them permanent is now sorted out by the management. Even witnesses examined by the second party admits that, group of workmen involved in the reference are regularized as per their demand. However their grievance is that, said benefits must be given from the year 1992 i.e from the date of their inception in the employment of first party.

17. Now we have to consider whether the employees involved in the reference can be benefited from 1992 as claimed by the union?

18. As far as treating them permanent in the employment of first party is concerned, now they are made permanent. Now that question does not subsist and question is whether, they can be treated as permanent employees from 7-1-1992? Management has given explanation that, as and when vacancy occurred they were regularised. It is case of management that, in 1992, there was no clear vacancy. When there was no clear vacancy in 1992, question arise how these employees can be confirmed or treated as permanent employees?

19. There are rules and regulation of recruitment. Admittedly these workers are taken from employment exchange. There must be vacancy to fill the post unless and until there is vacancy, first party cannot fill those. It is not grievance of the union that, there was vacancy in 1992 and still they were not made permanent after completing 240 days. Even they have not made out case that, when they have completed 240 days there was clear vacancy and still they are not made permanent. Against that, first party submits that as and when vacancy occurred, they were regularised and benefit of permanency was given to them. On that point no any specific grievance is made out by the union.

20. When there was no vacancy when these workmen completed 240 days, question of making them permanent does not arise. Admittedly now they are made permanent. So the prayer of the workmen to treat them permanent from 1992 cannot be considered now and as a result of that, their prayer of giving permanency from 1992 does not arise.

21. In view of discussions made above, I conclude that the decision taken by first party in not regularizing these workmen after completing 240 days appears just and proper and does not require any interference. So I answer these issues to that effect and passes the following order :

ORDER

Reference is rejected
with no order as to cost.

Date: 16-2-2009

A. A. LAD Presiding Officer

नई दिल्ली, 13 अप्रैल, 2009

का.आ. 1235.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 85/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/154/92-आई.आर.(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th April, 2009

S.O. 1235.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.85/92) of the Central Government Industrial Tribunal No.1 Chandigarh as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of India and their workmen, which was received by the Central Government on 13-4-2009.

[No. L-12012/154/92-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I
CHANDIGARH**

Case No. I.D. 85/92

The General Secretary, Indian National Bank Employees Federation 3135, Sector-22-D, Chandigarh.

..... Applicant

VERSUS

The Regional Manager, Bank of India, Savatri Commercial Complex, G.T. Road, Ludhiana.

..... Respondent

APPEARANCES

For the Workman : Sri Arun Batra

For the Management : Sri Ranjan Lohan

AWARD

Passed on : 11-11-2008

Government of India vide notification No.L-12012/154/92-IR(B-II), dated 30-7-92 referred the following industrial dispute for adjudication to this Tribunal:—

“Whether the action of the management of Bank of India, Moga, in punishing Shri P. K. Bansal, Head Cashier by way of stoppage of five annual increments and withdrawal of Head cashier category ‘E’ allowance is legal and justified? If not, to what relief is the workman is entitled?”

The statement of claim shows the contention of the workman that enquiry conducted by the enquiry officer

was against the principle of natural justice. No proper opportunity of being heard was given to him. He was not allowed to cross-examine the defence witnesses and without affording the opportunity of written briefs, reports was given by the enquiry officer. It is also the contention of the workman that he requested for the change of enquiry officer, but no head was given to his request enquiry officer has acted illegally, with pre-determined attitude to give the report against him. He has also challenged the authority of Mr. Jalota for his surprise check of accounts and cash at his counter on 19-8-88, where Rs. 1,000 was found short in the custody of the workman. He has further alleged that proper opportunity for filing representation against the charge-sheet was not given to him and on account of the gross violation of the principle of natural justice, enquiry report and entire enquiry proceedings are liable to be quashed and the punishment given to him by the disciplinary authority is also liable to be set aside.

The claim of the workman was contested by the management of respondent bank by filing the written statement. In the written statement, it was alleged by the management of bank that Shri P.K. Bansal, the workman, on the basis of the preliminary reports given by Shri Jalota on 19-8-88 and 21-12-88, was charge sheeted. The copy of the charge-sheet along with the order of appointing the enquiry officer was given to the workman with an opportunity to file the reply on the charge-sheet if any, by the stipulated date. Shri Bansal was present in the enquiry proceeding throughout. Full opportunity was given to him. He has misused the opportunity of hearing given by the enquiry officer. It was also contended by the management of the bank that every possible opportunity of hearing which is permissible under the law was given to the workman and on his failure to comply with the principle of natural justice, enquiry officer proceeded further and give the findings on both of the charges as well proved. Shri P.K. Bansal also preferred to file the rejoinder denying the facts alleged by the management of the bank that he was afforded proper opportunity of being heard.

Both of the parties were afforded the opportunity for adducing evidence. Shri P.K. Bansal, the workman filed his affidavit before this Tribunal and he was subjected to cross-examination by learned counsel for the management of bank on 17-5-01. Likewise, two affidavits of Shri R.K. Bhatia MW1 and Shri Ramesh Kumar MW2 were file by the management and both of these witnesses were subjected to cross-examination by the learned counsel for the workman on 17-5-01. Entire file of the enquiry including every document and the entire proceedings of enquiry is on record.

I have heard learned counsels for the parties and perused all the materials on record. The main contention of the learned counsel for the workman is that case there has been no compliance of principle of natural justice by the enquiry officer and on this vary ground the enquiry report

along with the enquiry proceedings deserve to be quashed and the punishment given to the workman be set-aside.

On the other hand, learned counsel for the management, by referring the details from the proceedings of the enquiry, has stated that it is the workman who has violated the principle of natural justice and not the enquiry officer. It has been argued by the learned counsel for the management that after affording the full opportunity of being heard the enquiry officer has rightly given his report on both of the charges being well proved and disciplinary authority, reasons know to him, have very lenient attitude in awarding the punishment, whereas, the misconduct proved against the workman was very grave in nature.

Learned counsel for the workman has relied upon the following case laws:—

- (1) 1997 (4) SCT 324 Augshuman Dasgupta Vs. Jute Corporation of India Ltd.
- (2) 1994 (II) I.L.J 625, Committee of Management Kishan Degree College Vs. Shambhu Saran Pandey and others.
- (3) 1992 (1) SCT Hansraj Gupta Vs. State of Punjab.
- (4) 1992 (1) SCT 262 Ex-Hav/CLK Wishwa Nath Vs. Union of India.
- (5) 1997 (2) SCT 124 K.C. Arora Vs. State of Haryana.

Learned counsel for the management has not referred any case law.

I have gone through the entire case laws referred by the workman. All the case laws are basically on the point of violation of principle of natural justice. It is also discussed by the Hon'ble Courts that whether non-supply of certain documents amounted to the violation of principle of natural justice. The principle laid down by the Hon'ble Courts in the above mentioned case laws shall be complied with, while answering this reference.

The main issues for determination before this Tribunal for answering this reference are as follows:—

- (1) Whether there has been any violation of any rule of principle of natural justice by the enquiry officer, while conducting the enquiry and by the disciplinary authority while awarding the punishment? If yes, its effects?
- (2) Whether the enquiry officer has rightly held both of the charges as well proved on the basis of evidence given and material produced before him?
- (3) To what relief, if any, is the workman entitled?

I am answering all these issues one by one.

There are two principle of natural justice. First principle is that no one can be the judge for his own cause. Meaning thereby, if any person has some interest in the

subject matter, he cannot be the adjudicator, and the second principle is that every possible opportunity of being heard should be given by the adjudicating authority. It is the important principle of law that the person who alleged for the violation of any principle of natural justice has to prove it by not merely making the statement but by mentioning the events and the circumstances which leads to the violation of any principle of natural justice. He has also to be prove before the Tribunal or the appropriate authority that now he was prejudiced by not affording the opportunity of being heard by such Tribunal/Authority.

Before commenting anything in this case, I seems it proper to state the opportunity provided by the enquiry officer to the workman. The proceedings of enquiry were initiated from 11-10-89. Right from 11-10-89, I am mentioning the list of opportunities provided to the workman by the enquiry officer for adjudicating this issue on violation of principles of natural justice.

S.No.	Date	Event	Result
1	2	3	4
1.	11-10-89	Enquiry proceedings started, workman was apprised about the charges against him. He denies the charges by specific statement.	Adjourned to 20-10-89
2.	20-10-89	Shri Bansal proposes Shri Thakur as his defence representative.	Enquiry adjourned to 3-11-89
3.	3-11-89	The defence representative Shri Thakur not present, no, proceedings took place because of the absence of defence representative.	On request of the workman proceedings adjourned to 10-11-89
4.	10-11-89	The workman sought the copies of certain documents. By ruling the copies of documents denied PW1 Shri S.K. Jarath Chief-Examination recorded.	Workman refused to cross-examination as his defence representative Shri Thakur was not present. sought adjournment, which was allowed to 11-11-89.
5.	11-11-89	Sh. Bansal sought an adjournment.	Adjourned to 22-11-89

1	2	3	4
6.	22-11-89	Shri Bansal denied the cross-examination of PW1 and requested for appointment of a lawyer in his defence, his request was referred to the higher authorities for necessary action.	On request of the workman adjournment to 7-12-89
7.	7-12-89	Permission to appoint a lawyer was granted.	On request of the workman, enquiry was adjourned to 18-12-89.
8.	18-12-89	Workman sought the opportunity to reply the charge sheet, for the first time, he also requested the enquiry officer to stay the enquiry proceedings till the copies of the documents have not being supplied.	The request for stay of proceedings was turned down. Opportunity for filing the reply to the charge sheet was given 22-12-89 was fixed.
9.	22-12-89	Workman filed the reply to the charge sheet. Request for supply of certain documents turned down. He was directed to cross-examine the PW 1, but he refused.	In spite of refusal of cross-examination of PW 1, the enquiry officer for ends of justice adjourned the enquiry for 30-12-89.
10.	30-12-89	Cross-examination of PW 1 is recorded	On request of workman adjourned to 12-1-90.
11.	12-1-90	Statement of PW 2 including the cross-examination recorded. Workman moved a representation for change of enquiry officer which was referred to the zonal manager for necessary action.	On request of the workman adjourned to 13-2-90.

1	2	3	4	1	2	3	4
12.	13-2-90	Workman not present, Presenting officer requested the enquiry officer to move ex-party.	Request turned down and for ends of justice 26-2-90 was fixed.	16.	24-3-90	The workman was present moved an application to change the advocate in defence. He also requested the enquiry officer that on account of his civil suit pending adjudication before the civil court at Ludhiana, the proceedings of the enquiry be stayed. He also accused the enquiry officer for refusing such questions which were necessary to prove his innocence.	For ends of justice, time for engaging defence advocate was given adjourned to 5-4-90.
13.	26-2-90	Neither workman nor learned advocate for the workman ensured their presence. The application for adjournment on the ground of sickness moved.	As the final opportunity application was allowed 5-3-90 was fixed.				
14.	5-3-90	Request for change of enquiry officer by a speaking order turned down. Information of the same was given to the workman, two witness recorded, cross-examination also recorded. Enquiry adjourned to 3 PM same day. At 3 PM learned advocate for the workman leave the premises. In spite of persuasion by enquiry officer, the workman refused for further evidence. Shri Bansal put also a condition, naming two witnesses for cross-examination on one and the same day. Cross-examination of two other witnesses was not conducted by the workman.	Enquiry was adjourned to 6-3-90 for cross-examination of the witnesses and further proceedings.	17.	5-4-90	Workman again moved an application for adjournment	Enquiry was adjourned to 9-4-90
				18.	9-4-90	Workman moved another application that he was not informed about the date of hearing and sought the adjournment. The enquiry officer ruled that the date was informed to the same man who come up at the time of enquiry with the application of the adjournment of workman. Three witnesses PW6, PW7, and PW8 recorded in absentia of workman.	PW6, PW7, PW8 witness recorded, adjourned to 19-4-90.
				19.	19-4-90	No one turn up on behalf of the workman. Presenting officer sought some time for producing other witnesses of the bank.	Request of presenting officer turned down. Evidence of the management closed and the enquiry was adjourned to 23-4-90.
15.	6-3-90	The workman once again moved an application for change of enquiry officer, he also stated that if the enquiry officer was not change he will not participate in the enquiry proceedings, left place of the enquiry accordingly, the cross-examination of two witnesses could not be recorded.	On account of the leaving of premises of enquiry by the workman the Chief Examination of two witnesses could not be recorded and the enquiry adjourned to 24-3-90.	20.	23-4-90	The workman moved another application for recalling all the witnesses for cross-examination. Another application was moved for appointing	DW1 completely cross-examined and the enquiry was adjourned to 28-4-90 with the direction to the workman

1	2	3	4
		Shri Bajaj as his defence advocate. Shri Bajaj was not present on account of busy in Civil Court but his junior Shri Hira Lal was present.	to produce all the defence witnesses.
21.	28-4-90	Two witness of defence DW2 and DW3 recorded	On request of workman further adjourned to 1-5-90.
22.	1-5-90	1-5-90 was declared as the National Holiday, so, the proceedings adjourned to 7-5-90	Adjourned to 7-5-90.
23.	7-5-90	Workman and his legal representative reached late to the enquiry place, again moved an application for change of enquiry officer on the ground that enquiry officer was running very fastly, Request turned down. DW 4 recorded. Workman moved an application for summoning of three witnesses which were the employees/officers of the bank. It was ruled by the enquiry officer that it is the workman to produced the witnesses and as workman was unable to produced the witness, his evidence was closed.	Request turned down DW 4 recorded on request of workman, evidence closed, and opportunity for filing brief given for 14-5-90.
24.	14-5-90	No such briefs was filed by the workman. Without moving any application, stated that he will prefer to file the briefs after getting the copy of the briefs of the presenting officer. Made certain allegations against the enquiry officer.	Once again opportunity was given to file written briefs by 21-5-90.

Briefs were filed, enquiry officer presented the report.

Above statement shows that fair and more than the reasonable opportunities were afforded to the workman in compliance of the principle of natural justice. The enquiry officer has not given a single opportunity to the presenting officer, and after turning down his request the evidence of the management was closed, whereas, number of opportunities were given to the workman.

Number of adjournments were sought on the ground of sickness which were allowed. Number of adjournment were sought on the ground of the change of enquiry officer. The change of enquiry officer was not in the hand of the enquiry officer himself, so, he rightly referred the matter to the Zonal Manager, and on turning down the request of change of enquiry officer, there was no option left before him but to proceed with the enquiry. Moreover, it is the prerogative of the bank to get the enquiry of the incident relating to the workman by any enquiry officer competent for conducting enquiry under the provisions of bipartite settlement and rules governing the parties. The workman has no choice that his enquiry should be conducted by the enquiry officer of his choice. Of course, if there has been any violation of the principle of natural justice, that enquiry officer has some interest in the proceedings or he is otherwise biased in that case, the workman has a right to apply for the change of the enquiry officer. In this case his request for change of enquiry officer was found baseless and, accordingly, it was declined. I have perused the entire materials on record. I am of the view that the Zonal Manager has rightly refused the request for change of enquiry officer because there was no substance on the record placed before the Zonal Manager which shows the biasedness or personal interest of the enquiry officer in the enquiry proceedings. Thus, by not changing the enquiry officer there was no violation of any rules of principle of natural justice.

Moreover, on this vary ground the workman has successfully get the enquiry adjourned on several occasions. Several adjournments were taken by the workman on appointment of learned advocate in defence. Permission was granted but once again permission was sought to change the advocate. The permission stands and it was upto the workman to change the learned advocate for his proper defence on as many occasions he desired. But on the vary ground the workman get several adjournments.

The conduct of the workman is very well clear. On one proceedings he also requested the enquiry officer in the threatening mode that, if the enquiry officer is not changed, which was not in the end of enquiry officer, he will boycott the enquiry proceedings and on a particular day he boycotted the enquiry proceedings, but in future he again ensured his presence.

Thus, delay, if any was on account of the conduct of the workman. I have gone through the enquiry report and the enquiry proceedings. It shows that Shri Bansal, the workman has himself violated the principle of natural justice. The principle of natural justice is available to both workman as well as management. Speedy adjudication of any departmental proceeding is one of the content of principle of natural justice available to the department

which was denied by the enquiry officer on account of the act and conduct of the workman.

Number of applications were moved to provide the copies of certain documents, which were dismissed. The workman failed to prove before the enquiry officer and before this Tribunal during the proceedings conducted by this Tribunal that what prejudice has been caused to him on account of non-supply of the copies of the documents, he sought for? Thus, I am of the view that no violation of the principle of natural justice was caused by the enquiry officer by declining to supply the copies of documents sought by the workman. On perusal of the nature of documents, I am of the view that no prejudice has been caused to the workman for non supply the copies of such documents.

At least two adjournments were sought on the ground that he was not afforded the opportunity for filing the reply of the charge sheet, whereas, the opportunity for replying the charge sheet was very well afforded to him vide letter dated 5-8-89 written to the workman by Deputy Zonal Manager North-Western Zone, the disciplinary authority. Copy of the charge sheet was also supplied to the workman along with this letter. Receiving of this letter along with the charge sheet has not been disputed by the workman. In spite of it, the enquiry officer during the enquiry proceedings provided the opportunity for filing the reply to the charge sheet on 18-12-89 and the workman, accordingly, answered the charge sheet on 22-12-89.

Number of adjournments were sought on the ground that the proceedings of the enquiry be stayed on the ground of the civil suit filed by him in the Civil Court at Ludhiana and on other grounds. Civil and the Criminal proceedings in respective Courts have no concern with the departmental proceedings, and accordingly, enquiry officer was justified in declining his request. It shows the conduct of the workman how he behaved through out the enquiry proceedings? Thus, there seems to be no violation of the principle of natural justice on any account as alleged by the workman. Full opportunity of being heard was given by the enquiry officer. If the workman has not availed these opportunities, the enquiry officer cannot be accused for it. The enquiry officer is supposed to afford the opportunities. He cannot compel the workman to avail these opportunities.

Thus, on the basis of the above chart and findings, I am of the view that enquiry has been conducted in a fair, reasonable and proper manner and there has been no violation of any rules of principle of natural justice.

The workman was chargesheeted on two grounds as follows:—

Charge no.1: On surprise inspection conducted by Shri A.K. Jalota, Chief Officer, on 19-8-88, cash of Rs.1000 was found short in the possession of the workman. Correct balance was Rs 185220/36, whereas cash found with Shri Bansal was 184220/36.

Charge No. 2: Shri P.K. Bansal managed to make a short payment of Rs. 10,000 to M/s. Hari Chand and Company Ltd. while making payment in respect of cheque No. CA/RIK/0136200, dated 8-8-88 and subsequently managed to re-deposit the same in the branch on 22-8-80 through Mr. Seva Singh another customer of the Bank.

Management of the bank in nut shell has alleged that on complaint made by M/s. Hari Chand and Company Ltd. in writing on 8-8-88, on account of receiving Rs 10,000 less against their cheque for Rs.3,25,000, Shri A.K. Jalota, Chief Officer, investigated the complaint. During investigation Shri Jalota conducted surprise inspection of cash on 19-8-88 and found Rs.1,000 short in the cash held by Shri P.K. Bansal which he confessed. The bank has also contended that M/s. Hari Chand and Company Ltd. presented a cheque for Rs.3,25,000 but Shri Bansal paid only Rs.3,15,000 and misappropriated Rs.10,000 for his personal use. On surprise inspection made by Mr. Jalota on 19-8-88 when 1,000 was found short, Shri P.K. Bansal managed to return this Rs. 10,000 through one Mr. Seva Singh who is the family friend of the brother of Shri P.K. Bansal and well known to him as well.

Shri P.K. Bansal denied that no cash was found short because Rs. 1,000 was thereafter, given by Shri Ashok Kumar and he confessed a shortage of Rs.1,000 in good faith. Shri Bansal has also denied less payment of Rs.10,000 by stating that the payment was made good by Mr. Rajesh Kumar cashier and not by him. He has also denied the return of Rs.10,000 through Shri Seva Singh. He has stated that he never met Shri Seva Singh on 21-8-88 at 10.30 in the Chamber of the manager. He has also stated that Shri Seva Singh withdraw Rs.10,000 on the same day but he used that amount for his own purpose.

I have gone through the entire materials on record including all the bank witnesses. It is the case where no direct evidence regarding misappropriation of Rs. 10,000 was available but the circumstantial evidence is as good as the direct evidence. If the chain of circumstances is complete and indicate toward a particular man to do a particular act, it has to be relied upon by the Tribunal or the adjudicating authority.

Regarding Charge No. 1 that Rs. 1,000 was found short on surprise inspection, direct evidence is available. The statement of Shri Jalota itself proved that Rs. 1,000 was found short. It was confessed in writing by the workman at the time of inspection itself. Thereafter, he stated that he made the confessional statement in good faith and informed the manager that the shortage of Rs. 1,000 was made good by one Ashok Kumar who has deposited the amount in the bank on the same day. Shri Ashok Kumar, as per the workman, allegedly informed the bank manager that perhaps he has deposited Rs. 1,000 short. The workman has not informed Shri Jalota about this incident that Rs. 1,000 was deposited less by customer of the bank. Accordingly, the defence taken by the workman regarding Rs. 1000 short is not reliable and the surprise inspection report, the evidence of Shri Jalota and the confessional statement of the workman made at the time of surprise inspection, has the weight and this tribunal is of the view that Rs. 1,000 was found short at the time of surprise inspection. Thus, the enquiry officer has rightly held the charge No.1 well proved against the workman.

On charge No.2, there is no direct evidence. But the following circumstances appeared on careful scrutiny of the file.

(1) The first circumstance which is clear from perusal of evidence is that on 8-8-88 a cheque of Rs. 3,25,000 was presented by Shri Charan Singh on behalf of Hari Chand Company Ltd. and the payment was made good by Shri Rajesh Kumar (cashier), but it has also been proved that Shri P.K. Bansal asked the man of M/s. Hari Chand and Company to return the amount and after 3 or 4 minutes the amount was once again given to the representative of M/s. Hari Chand and Company Ltd. Evidence of Shri Rajesh Kumar have proved this circumstance beyond doubt.

(2) No details of denomination of currency was recorded on the back of the cheque. There was no mention anywhere in the documents of the bank to show how much notes of particular denomination were given to the representative of M/s. Hari Chand and Company Ltd.

(3) The third circumstance which is clear from the evidence on record is that Rs. 40,000 was paid by Shri P.K. Bansal to make payment of Rs. 3,25,500 to Shri Rajesh Kumar before asking the representative of the M/s. Hari Chand and Company Ltd. to return the amount to Shri P.K. Bansal.

(4) The fourth circumstance which is clear from the evidence on record is that the total amount with Shri Bansal was enough to satisfy the amount of cheque and he was responsible for the payment of the cheque. The cash lying with Mr. Bansal with him and in cash box was sufficient to discharge the liability of the cheque but he opted to make the amount of the cheque good from the receipt counter by paying himself Rs. 40,000 only.

(5) The fifth circumstances is that on 20-8-88. Shri P. K. Bansal, Shri S.R. Barjar Manager and Shri Brijesh Aggarwal met Shri Seva Singh at the resident of Shri P.K. Bansal's brother in the village of Shri Bansal and Shri Seva Singh. Shri Seva Singh admitted that he has deposited only Rs. 20,000 in his account No. 6722 on 8-8-88, whereas, he got the receipt of Rs. 30,000 and promised to return the same within a day or two.

This contention is very well proved by Shri S.R. Barjar and Shri Brijesh Aggarwal in their oral evidence.

(6) On 22-8-88 Shri Seva Singh withdrew an amount of Rs. 10,000 from his Account No. 6722. The withdrawal is admitted by Shri Seva Singh but it is denied that he utilized this amount for his own purpose. So, withdrawal of amount by Shri Seva Singh from his saving bank Account No. 6722 on 22-8-88 is the circumstances which is well proved.

(7) The next circumstance which is proved by the evidence of Shri Brijar PW 7 and Shri Brijesh Aggarwal PW 5, the member of the party visited the village of Shri Seva Singh along with Shri P.K. Bansal is that driver of the Jeep who drove the vehicle to the village of Shri P.K. Bansal and Shri Seva Singh corroborated evidence of PW-7 and PW-5 in proving the contention of the bank that Shri Seva Singh promised to return Rs. 10,000 to the bank in the village as well as in the Chamber of the Manager.

(8) One of the important circumstance which is also proved by the documents filed by the bank is that Shri P.K. Bansal has the close affinity with Mr. Seva Singh and he introduced Shri Seva Singh on the opening account form as the witnesses. Shri Seva Singh and Shri Bansal are from the same village.

(9) The last, but not the least circumstance which is proved by the evidence on record is that on both of the charges Shri P.K. Bansal has alleged that customer of the bank has deposited the less amount. On charge No. 1 he has alleged that the customer of the bank Mr. Ashok Kumar has deposited Rs. 1,000 short with Mr. Bansal whereas on Charge No. 2 this contention of Shri Bansal is proved beyond doubt (no doubt Shri Bansal thereafter denied) that Shri Seva Singh deposited Rs. 20,000 instead of Rs. 30,000 and he promised to return Rs. 10,000 to the bank. It is proved beyond doubt that Shri Seva Singh had close affinity with Shri P.K. Bansal. Thus, the return of Rs. 10,000 by Shri Seva Singh is proved beyond doubt and it is also proved that Shri P.K. Bansal was the instrumentality in making the return good.

The return of Rs. 10,000 was proved before the enquiry officer beyond reasonable doubt and certainly the amount of Rs. 10,000 was to be counted/adjusted for some account or payment, so, it is the strong circumstance that Rs. 10,000 was given short to the representative M/s. Hari Chand Company Ltd. as in no other transaction the shortage/excess payment with the bank was reported.

All above mentioned circumstances indicates that he is Mr. P.K. Bansal and P.K. Bansal only who has managed the return of Rs. 10,000 to the bank through Shri Seva Singh which was given short to the representative of M/s. Hari Chand and Company against the cheque of Rs. 3,25,000. The complaint of shortage of Rs. 10,000 was without any delay and above circumstances proved that Shri P.K. Bansal played the role in given the short money as he got the opportunity to recount the amount of the representative of M/s. Hari Chand and Company and returned the same to him after 3 or 4 minutes. Thus, the chain of circumstances is complete and indicate to a complete act of misappropriation of Rs. 10,000. Thereafter, he got that deposited through his own man Shri Seva Singh. The enquiry officer was justified in holding the charge No. 2 as proved against the workman as well.

The disciplinary authority after given the opportunity of being heard and personal hearing awarded the punishment which is in question. In such type of misconduct where misappropriation of the amount and shortage of amount is well proved, the appropriate punishment should have been in my opinion much more than awarded to the workman. I am of the view that the disciplinary authority was very considerate, polite and moderate while awarding the punishment to Shri P. K. Bansal and, at this stage, no interference in the punishment is called for.

The reference is answered accordingly. Central Government be informed. File be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2009

का.आ. 1236.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, धनबाद के पंचाट (संदर्भ संख्या 124/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/178/95-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th April, 2009

S.O. 1236.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 124 of 1996) of the Central Government Industrial Tribunal No. 1, Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Bank of India and their workman, which was received by the Central Government on 13-4-2009.

[No. L-12012/178/95-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.**

In the matter of a reference U/s. 10(1) (d) of I.D. Act, 1947.

Reference No. 124 of 1996.

Employers in relation to the management of Bank of India

AND

Their workman.

Present: Shri H.M. Singh, Presiding Officer.

APPEARANCES

For the Employers : Sri D.K. Verma, Advocate.

For the Workman : Sri C. Prasad, Advocate.

State : Jharkhand. Industry : Bank.

Dated, the 14th November, 2008

AWARD

By Order No. L-12012/178/95-IR (B-II) dated 26-11-96 the Central Government in the Ministry of Labour, has in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:—

“Whether the action of the management of Bank of India, Ramgarh Cantt., Dist. Hazaribagh in terminating the services of Shri Surendra Kumar Bhusan, Ex-Badlee Sepoy, rather than to regularise him, is legal and justified? If not, to what relief the workman is entitled?”

2. The workman has submitted his written statement stating that he was appointed on 7-7-81 against permanent vacancy as Badli Sepoy. He also stated that he was working continuously to the satisfaction of the management and put more than 240 days attendance in each calendar year and the management illegally and arbitrarily stopped him from work with effect from 1983 without following the mandatory provision of law and so they have not complied Section 25F of the Industrial Disputes Act. It has also been mentioned on behalf of the concerned workman industrial dispute was raised before the Asstt. Labour Commissioner (C), Hazaribagh but it ended in failure due to adamant attitude of the management. The management does not care the judicial and quasi-judicial authority which is evident from the fact that they do not even care to attend the conciliation proceeding and the same ended in failure exparte and the Government of India Ministry of Labour referred the dispute for adjudication to this Tribunal.

It has been prayed that the action of the management is illegal, arbitrary, unjustified and against the principles of natural justice and the management may be directed to reinstate the concerned workman with full back wages and other benefits.

3. Written statement has been filed on behalf of the management asserting that the present reference is not legally maintainable. It has also been stated that the concerned workman is a local resident adjoining to Ramgarh Branch of the Bank and he was engaged as Badli Sepoy in the month of July, 1981 as and when required and in the whole of the year 1981, he could be provided jobs for 64 days only and in the year 1982 for 30 days, in the year 1983 for 83 days, in the year 1984 for 52 days and in the year 1985 for 24 days. The total period for such working comes to 253 days during the period from 1981 to 1985. In the year 1990 (September), 1991, 1992 and 1993 (upto 10th October), he could be provided some casual jobs as and when required and from 11th October, 1993 no job could be provided to him.

It has been stated that the services of the concerned workman as badli sepoy used to be terminated as soon as he was no longer required or no job could be available for him. The concerned workman did not approach the management for the job immediately. But subsequently he approached the then Manager for providing him casual jobs as and when required and, accordingly, he was engaged by the Branch as casual labour during the period September 1990 to 10th October, 1993. As there was no requirement after 11th October, 1993, he was not engaged.

In rejoinder the management has denied the fact that the concerned workman was appointed against any permanent vacancy as badli sepoy. He was engaged against leave vacancy as badli sepoy from time to time. It is wrong to say that he has worked more than 240 days in each calendar year. It has been denied by the management that the concerned workman was stopped from his duties in violation of provision of Sec. 25F of the I.D. Act, 1947. The management strictly complied with the provisions of I.D. Act, 1947 and the question of violation of Sec. 25F of the said Act did not arise. It is wrong to suggest that the management violated the principles of natural justice or any law of the land.

Hence, it is prayed that the concerned workman is not entitled to any relief.

4. Rejoinder has been filed by the workman against the written statement filed by the management asserting the same facts which have been stated in the written statement.

5. The management have produced MW-1 - Pramod Kumar Anand - as representative of the management and proved contents of the written statement. He has proved Exts. M-2 series and M-3 series.

The concerned workman has examined himself as WW-1 and proved Ext. W-1.

6. Heard learned counsels of both the parties and perused the record. As per statement of WW-1, he has stated in cross-examination at page 2 that in the year 1992 he has worked 132 days and from January, 1993 to 10-10-1993 he has worked 160 days. This is also confirmed when he moved before the Asstt. Labour Commissioner (Central), Hazaribagh in which it has been mentioned that from January, 1992 to December, 1992 he has worked 132 days and from January, 1993 to 10-10-1993 he has worked 181 days. As per Section 25F of the I.D. Act a workman who has done continuous work for more than 240 days in a calendar year preceding to the year is applicable to him.

The concerned workman has been stopped from work in the year 1993 and as per his statement he has worked from January to December, 1992 for 132 days and also in his statement it has been mentioned that he has worked for 132 days in 1992. In this respect the workman has volunteered—at the instance of Union Leader, but I have worked for more days than mentioned in that application, Ext.M-1. There is no document filed on behalf of the workman that he worked more than 240 days. It shows that he has worked 132 days in the year 1992 and so the benefit of Section 25 F of the I.D. Act cannot be given to such workman for making him regular and permanent and in such case there is no need to conduct proper regular enquiry against such workman who was engaged on casual basis because of the fact that the concerned workman is residing nearby at the Branch of Ramgarh Bank, so he was engaged on casual basis and in the circumstances no appointment letter has been filed by the concerned workman which may show that he was entitled for regularisation. Ext. W-1 which

has been filed by the workman, cannot be given any benefit to him because he has stated on oath that he worked in the year 1992 for 132 days and he has moved before A.L.C. (C) stating that he has worked in the year 1992 from January to December 132 days. Documents have been filed by the management. Ext. M-2 series show that the concerned workman had been engaged only on casual basis for which payment has been made and it shows that he had not worked for 240 days in the year 1992. In view of the fact the concerned workman is not entitled to be regularised in service of the Bank, on his reinstatement.

7. In the result, I render following award—That the action of the management of Bank of India, Ramgarh Cantt., Dist. Hazaribagh in terminating the services of Shri Surendra Kumar Bhusan, Ex-Badlee Sepoy, rather than to regularise him, is legal and justified, and hence the concerned workman is not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2009

का.आ. 1237.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 5/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/436/95-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th April, 2009

S.O. 1237.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.5/97) of the Central Government Industrial Tribunal, Jabalpur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 13-04-2009.

[No. L-12012/436/95-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/5/97

Presiding Officer : SHRI C.M. SINGH

The General Secretary,
Punjab National Bank,
Employees Association,
City Post Office Building,
Prince Yashwant Road,
Indore (MP)

...Workman/Union

Versus

The General Manager,
Punjab National Bank,
Regional Office, 20, Sneh Nagar,
Indore (MP)

...Management

Passed on this 24th day of December, 2008

AWARD

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/436/95-IR (B-II) dated 30-12-96 has referred the following dispute for adjudication by this Tribunal :—

“Whether the action of the management of Regional Manager, Punjab National Bank in depriving the post of Head Cashier category “C” and withdrawal of special allowance w.e.f. 1-2-94 in respect of Shri K.K. Javeria is justified? If not, to what relief the workman is entitled for?”

2. The case of the workman in brief is as follows. That the service conditions of employees working in nationalized banks are governed by the awards of the Industrial Tribunals popularly known as Shastri/Desai Awards and Bipartite settlements between the Indian Banks Association and the All India Bank Employees Association. That in terms of para 516 of the Shastri Award, the employees working in the banking institutions have been classified as under :—

- a. Permanent employee
- b. Probationers
- c. Temporary employees and
- d. Part time employees

That Shri K.K. Javeria is employed at Neemuch Branch of the non-applicant as permanent employee since 17-4-78 in clerical cadre. He is senior-most employee of the Bank in clerical cadre at Neemuch. That there is a promotion policy agreement between the management of Punjab National Bank and its workmen represented by the All India P.N.B. Employees Federation and known as promotion policy settlement 2/73 dated 16-6-73. As per the provisions of the said settlement, special allowance carrying post are filled up as per townwise seniority in the matter of promotion and posting as cashier incharge category A or C. That there are common post of Category “C” in the branch office, Neemuch and Shri R.L. Salgia was posted permanently. That the post of cashier Category “C” at branch office Neemuch fallen vacant due to retirement of Shri R.L. Salgia on 30-11-93. That Shri K.K. Javeria was informed that due to retirement of Shri R.L. Salgia Head Cashier, the post of Head Cashier would be vacant as such he being senior most was invited to work as Head Cashier and was asked to give his

consent vide Branch Manager's letter dated 23-11-93. That as desired by the Branch Manager, Shri Javeria gave his consent on the management's letter itself. That after obtaining the consent, the Branch Manager informed the Regional Manager, Indore on 23-11-93 itself and requested for posting of Shri Javeria as Head Cashier Category “C” in the branch and also further sent a reminder on 25-11-93. Shri Javeria was advised by the Branch Manager vide office order dated 30-11-93 to take over the charge of cash from Head Cashier Shri R. L. Salgia who was to retire on that day. Shri Javeria took over charge of cashier on 30-11-93 and worked continuously as such till 31-1-94. That surprisingly Shri Javeria was asked vide Office Order No. 3/94 dated 1-2-94 to handover the charge of head cashier to Shri S.N. Sarda and as desired by the Branch Manager on 30-11-93 and worked continuously as such till 31-1-94. Shri Javeria was handed over the charge of Head Cashier to Shri Sarda. Shri Javeria was deprived of the Head Cashier Category C Allowance and directed to work as clerk in the branch though there was clear vacancy of Head cashier Category C in the bank at another Branch known as Tagore Marg, Neemuch and the said vacancy was lying vacant, hence the dispute. It is prayed by the workman that management be ordered to post Shri Javeria as Head Cashier Category “C” and be directed to pay all consequential benefits with retrospective effect.

3. The case of the management in brief is as follows. That the so called dispute has not been duly and validly espoused as required under the provisions of the I.D. Act, 1947 and accordingly the same cannot be termed as Industrial Dispute raised by the said congress and merits no consideration. The service conditions of the workmen staff including that of Shri Javeria are covered by provisions of Shastri Award, Desai Award and various bipartite settlements. The matter pertaining to payment of special allowance is covered by para-5 of the bipartite settlement as amended upto date and paras 5.10 & 5.11 of the same provides as under :—

“5.10. The special allowance would continue to be drawn by a permanent incumbent while on leave. A workman who is asked to work temporarily in a post carrying a special allowance would be entitled to such a special allowance pro-rata for such period during which he occupies that post.”

“5.11. Wherever bank requires a workman to work in a post carrying a special allowance it will normally be done by an order in writing.”

That the vacancy of Head Cashier Category “C” at Branch Office, Neemuch Cantt. arose on 30-11-93 consequent upon retirement of permanent Head

Cashier Category "C" posted at the said branch. However, that consequent upon the amalgamation of the New Bank of India vide Notification dated 4-9-93 issued by the Government of India and stay of Notification dated 8-12-93 issued by the Government of India, as to the seniority to be taken in respect of employees of ENBI consequent upon merger with PNB, by various High Courts, the permanent vacancies to the post carrying special allowances were not to be filled up and, accordingly, at those posts, the bank continued with the leave gap arrangement only. In view of this and Shri K. K. Javeria being the senior most eligible clerk/cashier at BO : Neemuch Cantt., was made to work in the leave gap/ stop gap arrangement to the post of Head Cashier Category "C" and was paid pro-rata special allowance attached to the post of Head Cashier Category "C" for the days he had worked in that capacity through supplementary salary bill. That in terms of the existing rules of Bank for post carrying special allowance in the clerical cadre, other than the one of Spl. Assistant is to be filled up on the basis of seniority determined on priority marks basis taking the town as a unit. The senior most eligible person is given an offer and in case the same is accepted the person is posted to the said post carrying special allowance. That in the present case Shri Javeria was never offered permanent posting of Head Cashier Category "C" at BO : Neemuch Cantt. But was asked to officiate to the said post in stop gap arrangement only. That merely asking to deposit cash security would not make him a permanent Head Cashier Category "C" for which there is a specific procedure to be followed as has been mentioned herein before. That subsequently Branch Office Tagore Marg, Neemuch of erstwhile NBI was merged with Branch Office, Neemuch Cantt. w.e.f. 1-2-94 and since there was already Head Cashier Category "E" working at Branch Office, Tagore Marg, Neemuch and further since consequent upon merger of the said branch with BO : Neemuch Cantt., there was requirement of only one Head Cashier and there was no occasion to continue officiating of Head Cashier Category "C" to Shri Javeria.

4. Vide order dated 23-12-2008 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against workman Shri K.K. Javeria. Shri Santosh Deshmukh, Officer, PNB submitted that he has not to adduce any further evidence for the management. Therefore, the evidence of management was closed.
5. I have heard Shri Santosh Deshmukh, Officer of PNB.
6. It is a no evidence case. Therefore, it deserves to be decided in favour of the management and against the workman without any orders as to costs.

7. In view of the above, the reference is decided in favour of the management and against the workman Shri K. K. Javeria without any orders as to costs holding that the action of the management of Regional Manager, Punjab National Bank in depriving the post of Head Cashier category "C" and withdrawal of special allowance w.e.f. 1-2-94 in respect of Shri K. K. Javeria is justified. Consequently, the workman is not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules

C. M. SINGH, Presiding Officer

मई दिल्ली, 13 अप्रैल, 2009

का.आ. 1238.—औद्योगिक विवाद अधिनियम, 1947 (1947

का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ़ बड़ौदा के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 11/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/353/95-आईआर (बी-II)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 13th April, 2009

S.O. 1238.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/1997) of the Central Government Industrial Tribunal, Kanpur now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 13-04-2009.

[No. L-12012/353/95-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI R.G. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHRAM
BHAWAN ATT CAMPUS, UDYOG NAGAR, KANPUR
Industrial Dispute No. 11 of 1997

BETWEEN

General Secretary,
U.P. Bank of Baroda
Employees Union,
Through Bank of Baroda,
Hazarat Ganj
Lucknow.

And

The Regional Manager,
Bank of Baroda,
Regional Office,
Deokali Road,
Faizabad.

AWARD

1. Central Government vide notification No. L-12012/353/95-IR (B-II) dated 31-12-96, has referred the following dispute for adjudication to this Tribunal.

2. Whether the action of the management of Bank of Baroda, Faizabad to terminate the services of Sri Anil Kumar, workman with effect from 21-12-94 and also not to provide chance to appear in interview for the post of peon-cum-driver held in December, 94 is legal and justified. If not, to what relief he is entitled to?

3. In the instant case at the outset without considering the merit of the case, it may be pointed out that the instant reference has been espoused by U. P. Bank of Baroda Employee's Union, whereas statement of the claim has been filed by the workman himself under his own signature that is by a stranger. It may also be pointed out that the pleadings to any dispute before any court of law ought to have been signed by the person claiming relief in such proceedings. It is also pertinent to point out that the evidence of a person in any proceedings before a competent court of law who has not raised any grievance against the opposite party and who is also not a party to that reference cannot be read as an evidence in support of the claim.

4. A bare perusal of the entire record would go to show that the alleged workman has adduced his own evidence in support of the claim. The union raising the instant dispute has neither filed any statement of claim on behalf of the workman nor has come forward for adducing evidence in support of the claim. In view of settled legal position it is concluded that virtually it is case of no evidence on behalf of the Union and evidence or documentary, if any, lead by the workman himself cannot improve his claim and on the basis of defective pleadings and evidence on behalf of the workman, he cannot be given any relief as claimed by himself in the claim statement filed in the case.

5. Utmost it was open to the union raising the instant dispute to file statement of claim on behalf of the workman and thereafter union could have presented the alleged workman in the witness box as a witness of the union for his examination-in-chief and cross examination by the opposite party. The whole exercise adopted by the workman himself in the case is very much fatal to his own case and, therefore, no reliance can be placed on the evidence led by the workman for the defects pointed out above.

6. At any rate the Tribunal after appreciating the overall circumstances appearing in the case with the help of legal position is of the confirm opinion that the workman cannot be held entitled to any relief as claimed by him for want of proper pleadings and proof. Therefore, reference is liable to be decided in negative against the union and, accordingly, it is held that the union is not entitled for any

relief as on behalf of workman as claimed by the workman himself who admittedly is not a party to the present dispute.

7. Reference is answered, accordingly, against the Union and in favour of the management of Bank of Baroda, Faizabad.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2009

सं.अ. 1239.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधकों के संघर्ष निरोधकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम सं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/28/2008) को प्रकटीत करती है, जो केन्द्रीय सरकार को 13-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/15/2008-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th April, 2009

S.O. 1239.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/28/2008) of the Central Government Industrial Tribunal No. 2, Mumbai now as shown in the Annexure, in the Industrial disputes between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 13-04-2009.

[No. L-12012/15/2008-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

Present : A. A. Presiding Officer

Reference No. CGIT-2/28 OF 2008

Employers in Relation to the Management of Dena Bank

The General Manager (HRM),

Dena Bank, Dena Bank

Corporation Centre, Plot No.C/10, G-Block,

Bandra Kurla Complex, Bandra (E)

Mumbai-400 051

AND

Their Workman

Smt. Manju Vajja Parmar,

Parijat Apartment, Room No. 102,

First Floor, Dattawadi, Kulgaoon

Badlapur, Distt. Thane.

APPEARANCES

For the Employer : Mr. P. S. Shetty,
Advocate

For the Workmen : No appearance

Mumbai, dated 10th December, 2008

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/15/2008 IR (B-II) dated 12-5-2008, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Dena Bank, Mulund (E), Branch in terminating the services, of Smt. Manju V. Parmar with effect from 31-3-2007 is legal and justified? If not, to what relief the concerned workman is entitled to?"

2. In pursuance to receipt of the reference, notices were sent to Second Party which was returned by postal authorities with remarks 'not claimed'. As per Ex-6 & Ex-7 it reveals that second party is not interested in this reference. So I do not find it necessary to proceed with the reference. In the circumstances, I pass the following order :

ORDER

Reference is disposed of for want of prosecution.

Date: 10-12-2008

A. A. LAD, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2009

क्र.आ. 1240.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्र बैंक के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 39/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/163/95-आईआर (बी-II)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 13th April, 2009

S.O. 1240.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/96) of the Central Government Industrial Tribunal No.1, Chandigarh now as shown in the Annexure, in the Industrial dispute between the employees in relation to the management of Kanara Bank and their workman, which was received by the Central Government on 13-04-2009.

[No. L-12012/163/95-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 39/96

Shri Vinod Kumar C/o Rubble Textiles, 32, New Cloth Market, Mai Bhatinda (Punjab)Applicant

V/s

Deputy General Manager, Canara Bank, Sector 34-A, ChandigarhRespondent

APPEARANCES

For the Workman : Sh. M. S. Guglani

For the Management : Sh. N. K. Zakhmi

AWARD

Passed on 22nd January, 2009

Government of India vide Notification No. L-12012/163/95 New Delhi, dated 26-3-1996 referred the following Industrial Dispute for judicial adjudication of this Tribunal:

"Whether the action of the management of Canara Bank, Chandigarh in deleting the name of Sh. Vinod Kumar from the Panel of daily wagers w.e.f. 10-11-94 is legal and justified? If not, to what relief is the said workman entitled?"

In the reference in question, I have to adjudicate the issue of failure of workman in disclosing his real and desired qualification at the time of his appointment for group 'D' post by the management of the bank. It is admitted that the workman was a graduate at the time of selecting him for the panel of daily wagers. On perusal of the material on record, it is evident that management of bank selected some persons, sponsored by district employment officer. The qualification for group 'D' employees who were to be paneled for daily wagers was 8th class pass. The workman was enrolled in the office of district employment officer with the qualification of 8th class pass. With this qualification, he was sponsored by the district employment officer to the management of the bank and was paneled by the bank for daily wagers. Just after his selection to the list of daily wagers, the workman requested the management of the bank that he is a graduate; he must be given the work of a clerical post. Thereafter, a notice was given to him by the bank for concealing his real qualification at the time of his selection. In his reply, the workman admitted that he was graduate at the time of his selection, but contended that he was not informed by the management of the bank or by employment officer for disclosing his real educational qualifications. Dissatisfying with his reply, the management of the bank conducted an enquiry and it was found in the enquiry that the workman deliberately concealed the real qualifications and obtained selection by misleading the bank regarding his educational qualifications. He was, accordingly, deleted from the list of daily wagers w.e.f. 10-11-94.

The workman raised an industrial dispute on the legality of his deletion from the panel of daily wagers, and on account of failure of conciliation proceedings in the office of conciliation officer. Assistant Labour Commissioner, Government of India, Ministry of Labour referred the reference for judicial adjudication.

The fact of having higher educational qualifications is admitted by the workman. It is also proved in the enquiry that at the time of selecting the workman for the panel of daily-waged workers, he was a graduate, whereas, desired legal qualification for his selection was 8th pass.

It is the only contention of the workman that having higher qualification than desired cannot be a disqualification of the workman for holding the post. He has not concealed the material fact. At the time he enrolled himself in the office of district employment officer, he was 8th pass and he legally enhanced his educational qualifications in between the enrolment and his selection.

The main question for determination before this Tribunal is whether concealing the higher qualification for group 'D' post will amount to concealment of material facts and will lead to the disqualification of the workman for holding any post? In *Regional Manager Central Bank of India vs. Madhulika Guruprasad Dahir and others*, 2008 LLR 1066, it is held by Hon'ble the Supreme Court that the consensus of judicial opinion is that equality, sympathy and generosity have no place where original, appointment rests on false certificate. It was further held by Hon'ble the Apex Court that when the conduct of employee rendered her unfit to be continued in service it must unnecessarily entail her termination. A person coming to the Court not with clean hand cannot seek equitable relief.

In *Kerala Solvent Extractions, Ltd. vs. A. Unnikrishnan and another* 1995-11 LLN 968, Hon'ble the Supreme Court has held that workers were expected to give correct information as to their qualification. They failed to do so. They were in fact over qualified and therefore, ineligible to apply for the job. Over qualification is certainly a disqualification. The Hon'ble Court further held that laxity of judicial reasoning will imperceptibly introduce slackness and unpredictability in the legal process and in the final analysis corrode legitimacy of the judicial process.

Proper opportunity for adducing evidence was given to both of the parties. I have heard learned counsel for the parties and perused entire materials on record. The workman, while applying, knows that he was over qualified for group 'D' post. It was his mental temperament that he showed his qualification as 8th pass by concealing his real education qualifications. Failure in disclosing the real qualifications at the time of selection process is a deliberate act of the workman which leads to his knowledge that he was over qualified for group 'D' post. For such act of the workman, the Courts should not have any sympathy. The workman was not qualified for the post. His selection resulted into the deprivation of the right of lawful claimant. Thus, the management of the bank has rightly, after conducting an enquiry, deleted the name of Sh. Vinod Kumar from the panel of daily wagers as his name was paneled on wrong information supplied by the workman. He is accordingly, not entitled for any relief. The reference is, accordingly, answered. Central Government be

approached for the publication of the award. Thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2009

का.आ. 1241.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 125/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2009 को प्राप्त हुआ था।

[स. एल-12012/135/93-आईआर (बी-11)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 13th April, 2009

S.O. 1241.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 125/93) of the Central Government Industrial Tribunal No. 1, Chandigarh now as shown in the Annexure, in the Industrial dispute between the employees in relation to the management of Bank of India and their workman, which was received by the Central Government on 13-04-2009.

[No. L-12012/135/93-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 125/93

Shri Gurjit Singh C/o Shri B. L. Sharma,
356-7, Panchkula HaryanaApplicant

V/s

The Chief Manager, Bank of India,
Hall Bazar, AmritsarRespondent

APPEARANCES

For the Workman : Sri Hardayal Singh
For the Management : Sri N. K. Zakhni

AWARD

Passed on 14th October, 2008

Government of India vide notification No. L-12012/135 93-IR(B-II), dated 4th October, 1993 referred the following industrial dispute for judicial adjudication to this Tribunal:-

"Whether the action of the management of Bank of India, Amritsar in dismissing the services of Shri Gurjit Singh Khara S/o Shri Gurcharan Singh w.e.f. 31-8-87 is legal and justified? If not, to what relief the concerned workman is entitled and from what date?"

On perusal of the pleadings and other materials on record, it is evident that Shri G.S. Kehra on account of his misconduct (allegedly committed fraud with the bank and destroying the relevant documents to conceal the fraud) was chargesheeted under 4 heads. An enquiry was ordered on the basis of the chargesheet. Copy of the chargesheet was supplied to the workman and on the date of first hearing in the departmental proceedings, the workman admitted all the charges leveled against him.

The enquiry officer just on the basis of the admission gave the enquiry report and disciplinary authority relying the enquiry report after issuing show cause notice and ensuring the personal hearing awarded the punishment of dismissal from service without notice on charges No. I, II, III (committed fraud with the bank by withdrawing certain amounts) and stoppage of three initial graded increments with cumulative effect for charge No. IV (for destroying the documents of the bank to conceal the fraud). It was also ordered by the disciplinary authority that all the punishment shall run concurrently.

The workman preferred an appeal and the appellate authority after affording the full opportunity of personal hearing dismissed the appeal vide order dated 5-8-88. Thereafter, the workman raised an industrial dispute and on account of failure of conciliation proceedings the Central Government referred the industrial dispute for adjudication to this Tribunal.

Entire enquiry file including the proceedings are on record. I have gone through the entire enquiry file, enquiry proceedings and the evidence adduced by the parties in the proceedings before this Tribunal.

The main allegation of the workman is that he admitted all the charges under coercion on the assurance of enquiry officer that a lesser punishment other than the dismissal from the service shall be awarded. The admission was on account of the promise made by the enquiry officer and was not free. Thus, the main question before this Tribunal is whether the admission of all the charges by the workman was free or it was under any coercion on the part of enquiry officer or any other bank authorities?

The careful scrutiny of the file reveals that on the very first opportunity the workman admitted the charges. The proceedings dated 5-5-87 make it further clear that the workman repeatedly admitted the charges and along with his admission he also narrated the circumstances under which he committed fraud with the bank for withdrawing the amount fraudently from different accounts. He has also admitted that he destroyed the documents to save himself in case his fraud came to the light. He has voluntarily deposited the entire amount in the bank.

The workman has not only admitted the charges before the enquiry officer during enquiry but before the disciplinary authority while personal hearing was afforded

to him. Disciplinary authority before awarding the punishment also ensure whether the admission of workman was free? The proceedings which were held before the disciplinary authority dated 28-1-88 clearly shows that before awarding punishment the disciplinary authority has exercised a reasonable mechanism to ensure whether the admission by working before enquiry officer was free. Before disciplinary authority the workman also admitted the charges and stated that he has voluntarily admitted the charges before the enquiry officer to minimize his sin. The workman and his representative made the categorical statements containing the reasons for committing fraud and destroying the documents.

Likewise, before the appellate authority the workman has also admitted all the charges afresh with the statement that he has voluntarily admitted the charges before the enquiry officer.

The departmental proceedings and the proceedings before the Tribunal or the Labour Court are altogether different then the proceedings before the Civil Court. No doubt, the Tribunal or the Labour Court are the Civil Court but the proceedings are altogether different. The Tribunal or the Labour Court has to ensure whether there is a reasonable nexus between the act allegedly to be done and the fact of proving charges. In this case there is no iota of difference to prove that the workman admitted the charges under some pressure or under undue influence. If the case was so, there were number of opportunities available to the workman to raise this question on fairness of enquiry. He could have raised this question before disciplinary authority while detailed opportunity of personal hearing was given. Again he could have raised it before the appellate authority but he fails. Before all the three authorities namely enquiry officer, disciplinary authority, and appellate authority the workman has admitted the charges and his conduct of explaining the reasons for committing fraud, and for destroying the documents to conceal the fraud itself prove that his admission was free and beyond any coercion or undue influence.

Thus, the enquiry officer has rightly on the basis of free admission of workman held all the charges well proved and after considering the gravity of charges disciplinary authority has rightly award the punishment for his dismissal from the service without notice on charge No. I, II, III and stoppage of three increments with cumulative effect of charge No. IV. Accordingly, I am unable to interfere in the finding of the enquiry officer and the punishment awarded by the disciplinary authority. The reference is disposed of accordingly. Let the Central Government be informed. File be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2009

का.आ. 1242.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 59/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2009 को प्राप्त हुआ था।

[सं. एल-12011/08/92-आईआर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th April, 2009

S.O. 1242.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/1992) of the Central Government Industrial Tribunal No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workmen, which was received by the Central Government on 13-4-2009.

[No. L-12011/08/92-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. I. D. 59/92

State Secretary, UCO Bank Employee's Association,
Post Box-38 The Mall, Shimla-171001.

... Applicant

VERSUS

Assistant Manager, UCO
Bank, Zonal Office, Hotel
Himland Circular Road,
Shimla-171001 (H.P.)

... Respondents

APPEARANCES

For the workman: Sh. K. S. Bawa

For the management: Sh. N. K. Zakhmi

AWARD

Passed on: 1-1-2009

Government of India vide Notification No. L-12011/08/92 (i.e. B-2) New Delhi dated 24-6-92 referred the following industrial dispute for judicial adjudication:—

“Whether the action of the management of UCO Bank in not granting the continuity of service and back wages to their workmen (list given herein in below) is legally just and valid? If not, then to which relief the workmen are entitled to and from which date?”

List of Workmen :

Name of workman

Period from which continuity and back wages are demanded by the workmen.

1. Sh. Prem Singh S/o Sh. Chuhar Singh	31-10-1985
2. Sh. Surinder Kumar S/o Sh. Gurdas Ram	19-10-1985
3. Sh. Indergopal S/o Sh. Daya Ram	10-07-1985
4. Sh. Kuldeep Chand S/o Sh. Madho Ram	17-08-1985
5. Sh. Sunder Singh S/o Sh. Lashu Ram	09-08-1985
6. Sh. Hoshiar Singh S/o Sh. Mehar Singh	31-08-1985
7. Sh. Rattan Chand S/o Sh. Devi Dayal	31-08-1985

Seven workmen through this reference prayed for the consequential back wages and continuity of service benefits on account of the settlement dated 21-6-89, resulting in the issuance of appointment letters to them by the management of respondent bank on 15-7-89.

The case of the workmen in nut shell is that they were appointed as Class-IV employees by the respondent bank. They worked for more than 240 days with the bank. Their services were terminated by the management without compliance of the mandatory provisions of Section 25-F and 25-G of the Industrial Disputes Act, 1947. Accordingly, all the workmen raised an industrial dispute and on account of failure of reconciliation proceedings before Assistant Labour Commissioner, Chandigarh the industrial dispute regarding the four workmen namely Sh. Prem Singh, Sh. Kuldeep Chand, Sh. Surinder Kumar and Sh. Hoshiar Singh were referred to this Tribunal, whereas, the industrial dispute raised by rest of there workmen were pending before the Conciliation Officer, ALC, Chandigarh. During the pendency of the references before this Tribunal and dispute before Conciliation Officer, the management of the respondent bank agreed to absorb all the said employees, on regular basis, if they withdraw their cases. The workmen, accordingly, withdraw all the cases subject to the condition to reserve their right to claim back wages, continuity of service, seniority etc. The award passed by this Tribunal in the above mentioned reference, ID No. 101 of 1987 dated 21-6-89 is on record.

It is the contention of the workman that the management of respondent issued appointment letters to all workmen but played a mischief by putting a clause in the appointment letters that the workmen will not be entitled for the back wages, continuity of services and seniority etc. This clause is not binding on the workmen because it is in violation of the award passed by this Tribunal. All the workmen requested the management to consider their reserved right for back wages, continuity of service and seniority but no heed was given by the management. Another industrial dispute was raised and on failure of conciliation proceedings, this reference.

The management of respondent bank has raised so many objections on the right of the workmen regarding

the back wages, continuity of services and seniority. The first objection is that previously the services rendered by the workmen were purely on casual basis. Their services were not terminated. They were engaged for exigencies of work and disengaged when these exigencies were over. It is also alleged by the management of the bank that the management has not given any undertaking to the Tribunal regarding reserving of rights of the workmen for claiming back wages, continuity of services, seniority etc. It is further alleged by the management that while issuing the appointment letters all the workmen orally assured that they will not claim the back wages, seniority and continuity of service. On the assurance of the workmen, this clause was inserted in the appointment letters of the workmen which was accepted by all the workmen except one. This clause is binding on all the workmen because they have accepted the services on the basis of terms and conditions mentioned in appointment letters.

Both of the parties were afforded the opportunity of being heard. All the workmen filed their affidavits. They were subjected to cross-examination by learned counsel for the management of the bank. On behalf of the management of bank Sh. Jaswant Singh Saini filed his affidavit and he was cross-examined by learned counsel for the workmen.

Parties also preferred to file certain documents. Appointed letters regarding the previous appointments of the workmen (prior to the industrial dispute ID No. 110 of 1987) are on record. Award passed by this Tribunal on 21-6-89 in I.D. No. 101 of 1987 is also record. Appointment letters dated 15-7-89 issued by the management of respondent bank after this Award dated 21-6-89 are also on record.

I have heard learned counsels for the parties and perused entire materials on record including evidence of parties, oral and documentary.

For convenience, I am dividing the dispute between the parties in two parts as follows :—

1. Disputes in between the parties prior to the award passed by this Tribunal in reference No. 110 of 1987 on 21-6-89, and

2. Dispute between the parties after passing the said award dated 21-6-89.

It is settled principle of service jurisprudence that an award passed by the Industrial Tribunal cannot be reopened for adjudication by the same Tribunal. It is true that inherent powers lies with Tribunal to exercise power of review on the condition that a fraud was played with the Tribunal by concealing the relevant and material facts. This is not the contention of the management. Management has tried to reopen the matter which was decided and settled by this Tribunal by passing the award dated 21-6-89 in ID No. 101 of 1987 on the ground that services of

the workmen prior to this industrial dispute in ID No. 101 of 1987, were purely of casual nature and the management had not given any undertaking to the Tribunal for reserving their right of claiming back wages, seniority, continuity in service etc. Whatever may be the circumstances, an award passed by this Tribunal in ID No. 101 of 1987 on 21-6-89 is binding on this Tribunal and in no circumstances, prevailing in this case, it cannot be allowed to reopen. It is specifically mentioned in this award that workmen does not want to prosecute the reference in view of the undertaking given by the management but they reserved their right to claim of back wages and continuity of service.

It is not the case of the management that this award was passed at its back and the same was not afforded the opportunity of being heard. Sh. L.D. Sharma, the then representative of the management of bank was present while hearing took place before passing this award. The management was acquainted with all the contents of this instrument. Thus, the management is estopped to raise any question regarding the contents of this award and this award will be read over as such as is passed by this Tribunal.

This award speaks that management has given an undertaking to the respondents for providing the service with the condition to reserve their right to claim back wages and continuity of service. This Tribunal will accept it as such that undertaking was there of the management regarding the reservation of their rights to claim back wages and continuity of service. The plea of management that it has not given any undertaking cannot be accepted because it will amount to reopen the matter which has been finally settled by this Tribunal after affording the opportunity of being heard to the parties.

So far as the second part the dispute is concerned, this Tribunal will adjudicate the reference on the basis of evidence adduced and material placed before it. This Tribunal will consider that an undertaking was there, that while giving the services to the workmen, they have reserved the right to claim back wages and seniority of service. Providing the services to the Workmen is a contract to Under the contractual obligation, appointment letters in compliance of the award passed by this Tribunal in ID No. 101 of 1987 were issued. It was a promise (a bilateral act) made on the bilateral understanding. The terms and conditions of any promise made on the bilateral understanding cannot be rescinded, changed, modified or altered by a unilateral act of any party. It was a bilateral act that the management, has given the undertaking regarding the reservation of right to claim back wages and continuity of service, it cannot be modified by unilateral act of the management. No doubt, it is alleged by the management that workmen have consented to this term that they will not claim any back wages and continuity of service. The management has tried to justify this contention by stating that it was verbal assurance of the workmen, or their representative that they will not claim

back wages and continuity of service. The evidence of witness of management is ambiguous on this issue. In his cross-examination MW I has stated as follows :

"Consent was given by the workmen. It is also possible that union might have given the consent. I have no record to show that Union has given the consent.

Bank had negotiated number of times with the Union Bank might have the proceedings of those negotiation. Bank has provided me the entire record

It is wrong to say that there were no meetings with the Union by bank officers. It is also wrong to say that as there were no meeting, the record is not available.

It is wrong to say that there were no discussion and agreement in the meeting that workmen will surrender their right to seniority and back wages"

It shows that management was confused on the issue of consent, whether it was given by the workmen or the representative of the workmen? The management has also failed to produce any material regarding the consent given by the workmen or their representative.

When there is a contract between the two parties and it came to the notice of the Court that there is change in the terms of the contract to the disadvantage of the weaker party the Court should be very cautious in interpreting the term of clause so changed. Hon'ble the Apex Court in *Central Inland Water Transport Corporation Limited vs. Brojo Nath Ganguly AIR 1986, Supreme Court 15710*, specifically held that in such type of cases where there a clause adverse to the interest of the weaker party, it should not be enforced against the weaker party being void ab-netio and illegal.

I have gone through all the appointment letters issued by the management of bank on 15th of July, 1989. This condition is inserted in the appointment letter on the last page in the vacant space available after the Divisional Manager has signed the instrument. Below the clause 11, which is relating to with holding the rights of workmen for claiming the back wages and continuity in service, there is a space for signature of workmen. It is true that contract of service only completes when workmen joined the bank in pursuance of this appointment letter but the condition which has been inserted by the bank is not based on the promise made between the parties by free will. It is a unilateral declaration against the interest of the workmen and cannot be relied upon by this Tribunal being void. The matter of consent has not been proved by the bank, hence, it will be presumed that the workmen have the right to claim back wages and continuity in service in terms of the award passed by this Tribunal on 21-6-89 in ID No. 101 of 1987.

One more funny objection has been raised by the management of bank that appointment letters dated 15-7-89 were issued in pursuance of the bank Head Office Circular dated 19-10-89. This contention of the management is just like for hoping a child without pregnancy. The bank Head Office Circular dated 19-10-89 was not in existence when

these appointment letters dated 15-7-89 were issued. I have gone through this circular as well. It is prospective in nature. It dealt with altogether a different issue and has no nexus with the issue raised by the workmen in the instant reference. Thus, the appointment letters of the management of bank were issued on the basis of undertaking given before this Tribunal while passing award in ID No. 101 of 1987 on 21-6-89.

Thus, irrespective of any clause prohibiting the workmen for claiming back wages and continuity of the services in the appointment letters, and any undertaking given by two workmen to the management of the bank. I am of the view that all the workmen had and having continuously the right to agitate the issue to claim back wages and continuity of service.

As the matter of back wages and continuity of services was not dealt with by this Tribunal in ID No. 101 of 1987 and it was left on the parties to decide, it can be looked into by this Tribunal. I have gone through the appointment letters, previously issued before the industrial dispute ID No. 101 of 1987 just for the purpose of ensuring whether granting of back wages will be feasible unfair? From perusal of the appointment letters which are on record, it is evident that the workmen were appointed on temporary basis in the basic pay of Rs. 430 per month plus perks. It is admitted by the management that their appointments were in pursuance of the written test and interviews conducted by the management of the bank. For clarification, it is made clear that I am going through these appointment letters just to determine the issue which has been left open by the Tribunal in ID No. 110 of 1989.

It is also the principle of service jurisprudence that law favours the reinstatement with back wages and continuity of service. The back wages and continuance of service can be denied only when it is proved by the management that the workmen were not and are not entitled for the back wages and continuity of service by the justifiable reasons and cause. The cause for denying the back wages and continuity of service shown by the management is the undertaking given by the workmen at the time of appointment. The workmen had no option left but for acted upon the appointment letters because if they have not accepted the appointment letter, it might have been to the more disadvantage to the workmen. The act of accepting the appointment letters, with the adverse term, is an act which can be considered fair and just, in the ordinary circumstances of nature in which the workmen were placed. Thus, on account of the dissimilarities of places and positions between the management and the workmen, the term regarding the consent for forgoing the back wages and continuity of service has been termed as improper and void ab-netio by this Tribunal. There is no other reasonable cause to deny the back wages and continuity of service. It is also important that the appointment letter of one of the workman is not containing such adverse terms. But as the appointment letters shall be considered as bearing no such terms, all workmen are

on equal footing. Conditions in appointment letters have been considered as non-existent, and as admitted to the management that previous engagement of the workmen were in pursuance to a written test followed by interview, as per the rules and regulations of the management, I am of the view that the second appointment given by the bank after the award dated 21-6-89 passed in ID. No. 101/1987 is in continuation of the previous one and not a separate and independent act of the management. Accordingly all the workmen are entitled for full back wages and continuity of service. If the management, in compliance of the directions given under this award provide the benefit of back wages and continuity of service, within one month from the date of publication of this award, no interest shall be payable. If management fails, the workmen will also be entitled for the interest on entire amount from the date of accrual till final payment at the rate of 8% per annum. The reference is disposed of accordingly. Central Government be approached. Thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2009

का.आ. 1243.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 77/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/136/94-आईआर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th April, 2009

S.O. 1243.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/94) of the Central Government Industrial Tribunal No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 13-4-2009.

[No. L-12012/136/94-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH.**

Case No. I.D. 77/94

Sh. R. K. Sangara Secretary, Syndicate Bank, Employees' Union, Syndicate Bank, Jahhar, Rohtak - 124001.

....Applicant

VERSUS

General Manager, (personnel) Syndicate
Bank, Head Office, Manipal,
Syndicate Bank, Jahhjar Road,
Rohtak-124001.

...Respondents

APPEARANCES

For the workman : Sh. Sandeep Bhardwaj.

For the management : Sh. Vipin Mahajan.

AWARD

Passed on : 5-1-2009

The workmen Sh. Ramesh Kumar raised an industrial dispute vide Notification No. L-12012/136/94-IR-(B-II) New Delhi, dated 11th August, 1994 on his dismissal from the services w.e.f. 16-12-1992 by the management of Syndicate Bank, Jammu. On account of the failure of conciliation proceedings before ALC (C), Chandigarh, Government of India referred the following dispute for adjudication :-

"Whether the action of the management of Syndicate Bank Jammu in dismissing Shri Ramesh Kumar, Special Asst. From service w.e.f. 16-12-1992 is justified? If not, what relief is the said workmen entitled to?"

On perusal of the materials on record, it is evident that the workmen was charge sheeted by the bank on 15-2-1990. The workman replied the chargesheet. Dissatisfying with the reply of the workman, disciplinary authority ordered for the departmental enquiry. Enquiry officer, on concluding the enquiry submitted the exhaustive report holding all the charges against the workman well proved. On the basis of enquiry report, disciplinary authority, after affording the opportunity of being heard, awarded the punishment of dismissal of the workman from the services. The workman preferred an appeal which was dismissed by the appellate authority. Against the punishment, the workman raised the industrial dispute which is before this Tribunal for adjudication.

I have gone through the chargesheet which is in 9 pages. The gist of chargesheet is that the workman unauthorisedly cleared the cheques of current account holders without any credit balance. Even having the knowledge of debit balance of the current account holders, he cleared the cheques without ensuring for what purposes the amount of cheques were demanded and without obtaining the permission of Manager. The workman was also chargesheeted for unauthorisedly permitting the O.Ds. from the O.D. Accounts. Even he cleared the cheques of 25,000 rupees or more which were beyond his powers. It was also the allegation against the workman that he issued certain cheques from his saving bank account to third parties even after knowing the status of saving book account having no balance. He also cashed certain self-addressed cheques from the branch of Ludhiana and Jalandhar even after knowing the status of his saving bank account having no credit balance. The workman was further

charged for availing the facility of loan for an amount of Rs. 15,700 without furnishing proper and additional securities in form of FDR to the bank.

The workman contended that he cleared the cheques from the current account, even after knowing that the current account have no credit balance, with the permission of the Manager. Regarding O.Ds. Accounts, it was the contention of the workman that he has also sought permission of the Manager concerned before permitting the O.Ds. Regarding his own saving bank account in Jammu branch, he explained that his salary was credited to the suspense account by mistake and as soon as his salary was credited from suspense account to his saving bank account, the debit balance was cleared. He has further contended that he availed the loan facilities of Rs. 15,700 within the parameters of rules and has not committed any regularity. He has further alleged that it was the practice in the bank at Jammu branch to clear the cheques even in the account having debit balances. He has as per the practice of the bank and after obtaining the permission of Manager concerned, permitted the clearance, hence, his action could not be unauthorized.

Management of the bank opposed the claim of the workman. It was stated by the management of the bank that no permission was obtained from the manager of the bank and all the irregularities were committed unauthorizedly against the interest of the bank keeping the manager in dark.

The main issues for adjudication before this Tribunal for answering this reference are :—

1. Whether the enquiry officer has adopted a fair and reasonable procedure while conducting the enquiry and has ensured the compliance of principle of natural justice?
2. Whether there was a practice in the bank for clearing the cheques even in the accounts having debit balances and the act of such clearance by the workman has any nexus with so-called practice?
3. Whether the enquiry officer has rightly held all the charges well proved against the workman?
4. Whether the punishment given by the disciplinary authority is in proportionate to the misconduct committed by the workman?

Both of the parties were afforded the opportunity for adducing evidence. I have perused the oral evidence adduced by the parties. Entire enquiry proceedings and report are on record. I have gone through the enquiry proceedings and enquiry report. On issue No. 1, it is the contention of the workman that there has been a violation of principle of natural justice by the enquiry officer while conducting the enquiry. When the plea of violation of principle of natural justice is taken, the workman has to

prove, by narrating the instances, how enquiry officer violate the principle of natural justice? In the present case, it is the contention of the workman that he was not afforded the opportunity for adducing the evidence in defence. It was further contended by the workman that he requested number of times to conduct the enquiry at Jammu, but no heed was given to his request and enquiry was conducted at Delhi. It was further contended by the workman that he remained suspended for two years before framing the chargesheet and enquiry was conducted hurriedly without affording the proper opportunity to the workman.

I have gone through the enquiry proceedings on record. It is true that the workman remained suspended for two years before he was charge sheeted. But failure of management to frame the charge sheet for two years cannot be a weapon in the hands of the workman to dispute the enquiry proceedings. The workman should have been charge sheeted, as early as possible, but if it was not done, there will be no adverse effect on the delayed departmental proceedings. Justice should not suffer merely on the ground of delay. It is true that speedy adjudication of departmental proceedings is a fundamental right protected by the Constitution, but if the delayed departmental proceedings proved the charges against the workman, the proceedings cannot be disputed merely on this ground. The proceedings can be challenged and disputed if proper opportunity had been denied and any prejudice had been caused on account of delay.

The workman was suspended on the alleged financial irregularities committed by him after a long time of his suspension he was charge sheeted. The copy of charge sheet was provided to him. He was given proper opportunity of hearing at every stage. He was permitted to engage his defence representative. He cross-examined both of the witnesses of the management in length. He was also afforded the opportunity for adducing his evidence?

The place of enquiry is the discretion of the management. The fairness of enquiry cannot be doubted merely on the ground that it was conducted on a particular place. It is true that workman has requested for the change of place of enquiry from Delhi to Jammu, but he has been unable to prove before this Tribunal what was the prejudice caused to him for not giving any heed to his request for change of the place of enquiry?

It was the duty of the management to provide the opportunity of hearing which includes producing the defence witness. The enquiry officer has ensured that opportunity. If the workman has not availed opportunity, it is not within the competency of the enquiry officer to compel him for availing the opportunity of hearing. Thus, on the basis of above observation, I am of the view that enquiry officer has adopted a fair, reasonable and proper procedure while conducting the enquiry and there has been no violation of principle of natural justice by the enquiry officer while conducting the enquiry.

Regarding issue No. 2 and 3, I am of the view that both of the issues are interrelated. Most of the charges have been admitted with the contention that he cleared the cheques from current accounts and O.D. Accounts even after knowing that there were no debit balances in those accounts with the permission of the Manager of the branch. Both of the witnesses have proved that the workman has not obtained the permission from the manager concerned. It is also proved that the workman has permitted the clearance of cheques for the amounts of Rs. 25,000 or more to which he was not authorized by the rules of the bank. There are number of transactions cleared by the workman from current accounts and O.Ds. Accounts of two companies. I am not mentioning all these transactions in this award but adjudicating the reference on the contention of the workman that he acted unintentionally in the interest of the bank with the permission of the manager of the bank which was the practice of the bank.

If the workman has cleared the cheques from current accounts and O.D. Accounts according to the adopted practice of the bank, in ordinary circumstances, his action may be justified but if the workman has done it without the permission against the interest of the bank and with the knowledge that his acts are against the interest of the bank, he will be responsible for his acts as misconduct.

The workman was working as a Special Assistant. He knows his duties, obligations and powers. The evidence, documentary and oral proved that he has not done it as per the normal practice prevailing in the bank but has cleared the cheques from current accounts and O.Ds. Accounts against the practice and without the permission of the manager concerned. His act of introducing the A.C. account holder proved that he had the personal intimacy with the account holder. This fact is also proved that this firm was not carrying on any business at the time when the cheques were cleared. It is also proved that the workman has not only cleared the cheques but has not correctly maintained the ledgers. He has not shown the correct debit balance while maintaining the ledger with intention to conceal the real debit balance. Thus, the above mentioned acts committed by the workman shows that these were the intentional acts committed by the workman, which were certainly against the interest of the bank.

While posted at Ludhiana, workman was having a loan limit of Rs. 9,900 against the pledge of NCC's worth Rs. 11,000. After his posting at Jammu, he got sanctioned the loan limit for Rs. 15,700 by furnishing additional NCC's of worth Rs. 6,500. He availed the entire amount of 15,700 without considering the fact that he has already availed facility of loan for Rs. 9,900. This fact was very well within the knowledge of the workman and he has exceeded the limits of loan against the rules of the bank.

On alternate days, the workman encashed two cheques in Ludhiana and Jalandhar branches of the bank after knowing it that he is having credit balance in his

personal account. I likewise, even after having knowledge regarding the insufficient credit balance in his account, he also issued certain cheques to the private persons and ensured their clearance. Thus, this act of the workman is also a misconduct, no doubt the gravity of misconduct may be less, as per the provisions of bipartite settlement. On the basis of above observations, I am of the view that the workman deliberately against the interest of the bank cleared certain cheques from A.C. Accounts and O.Ds. Accounts with a view to give benefit to the account holders. Certain transactions also proved that to ensure the clearance of certain cheques from the accounts, having debit balance, he has mis-calculated and mis-entered the entries in the relevant ledger. These acts were done unauthorisedly beyond his powers and without the permission of the Manager concerned, which amounted to the gross misconduct. From the above discussion, it is also clear that the act of workman has no nexus with the prevailing practice in the bank for allowing withdrawals from the accounts having the debit balances.

On perusal of the report of the enquiry officer, it is clear that enquiry officer framed as more as 10 issues covering all the disputed transactions made by the workman, and after perusing the evidence, has elaborately disposed of all the issues. Thus, the decision making of the enquiry officer cannot be interfered by this Tribunal while answering this reference. The enquiry officer has rightly held all the charges well proved against the workman.

Considering the nature of misconduct committed by the workman, the disciplinary authority, after affording the opportunity of personal hearing has rightly awarded the punishment of his dismissal from the services and there is no occasion for this Tribunal to interfere in the punishment awarded under Section 11-A of Industrial Disputes Act. As stated earlier, the workman has deliberately permitted the withdrawals of certain cheques from Current Accounts and O.Ds. Accounts against the interest of the bank to give benefit to the account holders. It was not one or two instances but a series of transactions in which the workman was indulged acting unauthorizedly against the rules of the bank. Such a misconduct in the institution like bank should be dealt with very firmly and the disciplinary authority was absolutely justified in dismissing the workman and his dismissal from the services cannot be said to be a punishment disproportionate to the committed misconduct.

Accordingly, the reference is answered in positive that the action of the management of Syndicate Bank, Jammu in dismissing Sh. Ramesh Kumar, Special Assistant from services w.e.f. 16-12-92 is justified and workman is not entitled to any relief. Appropriate Government be informed. Thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 13 अप्रैल, 2009

का.आ. 1244.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, इरनाकुलम के पंचाट (संदर्भ संख्या 25/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/109/2003-आईआर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th April, 2009

S.O. 1244.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2006) of the Central Government Industrial Tribunal, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 13-4-2009.

[No. L-12012/109/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Wednesday, the 25th day of June, 2008/4th Ashada, 1930)

No. I.D. 25/2006

(I.D. 43/2003 of Labour Court, Ernakulam)

Workman :

Sri. P. K. Venugopal,
"Kavitha", Kunnakkala House,
W. Kadungalloor, Aluva-10

By Adv. Dinesh Mathew J. Murikan.

Management :

The Regional Manager,
Union Bank of India,
Union Bank Bhawan, M. G. Road,
Ernakulam-682035

By Adv. K. S. Ajayaghosh.

This case coming up for hearing on 19-6-2008, this Tribunal-cum-Labour Court on 25-6-2008 passed the following:

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is :—

"Whether the dismissal of Sh. P. K. Venugopal, Head Cashier of Rajakkad Branch of Union Bank of India by the management of Union Bank of India is fair, proper and justified? If not, to what relief the workman is entitled?"

2. Facts of the case in brief are as follows:—The workman Sri P.K. Venugopal joined service of Union Bank of India as Peon on 20-11-1976. He was promoted as Clerk in January 1986. Thereafter he got promotion as Head Cashier and was working in Rajakkad branch of the bank. While so on 16-10-1996 a cash shortage of Rs. 42,977 was detected. He was not able to give a satisfactory explanation. Hence an enquiry was ordered. He was found guilty of misappropriation of Rs.42,977 as well as borrowing excessively from customers. He was punished for the first charge by dismissal from service and no separate punishment was imposed for the minor misconduct. Though he filed appeal he did not succeed.

3. The workman challenges the enquiry proceedings, the findings and the punishment. The Enquiry Officer did not comply with the principles of natural justice and he was not given ample opportunity to defend. The Enquiry Officer was siding with the management and proceeded with the enquiry with a biased mind. The findings are not based on sufficient materials. The appellate authority did not properly assess the evidence on record. The Disciplinary authority did not take into account the mitigating circumstances of the workman and imposed the maximum punishment. It is excessive and disproportionate.

4. According to the management there is no violation of principles of natural justice. The Enquiry Officer had followed all the formalities of domestic enquiry. Sufficient opportunity was given to the workman to put forward his case. The workman himself had admitted the guilt of misappropriation by submitting a letter to that effect. He had also remitted the amount found short. He was given personal hearing on the proposed punishment. Taking into account the seriousness of the misconduct the punishment of dismissal was ordered. The appellate authority had considered the findings of Enquiry Officer and the penalty imposed by the Disciplinary Authority before rejecting the appeal of the workman.

5. Since a preliminary issue was raised regarding validity of enquiry a preliminary order was passed on that issue on 5-3-2008 finding that the enquiry is valid. In view of the finding on the preliminary issue the learned counsel for the workman confined his contention with regard to the proportionality of punishment alone.

6. Hence the only point that arises for consideration is:-

"Whether the punishment is proportionate to the guilt?"

The evidence consists of oral testimony of MW 1 and Ext. M 1 enquiry file on the side of the management.

7. **The Point :-** The workman was the Head Cashier of Rajakkad branch of the bank on 16-10-1996 when shortage of Rs. 42,977 was detected. He was joint custodian of cash with the Accountant Sri. Kuttappan. On 16-10-1996 the workman had shown balance in safe in and safe-out register (MEX-17) as Rs. 3,00,894.75. As per the practice the Accountant Sri. Kuttappan without physical verification believing the Head Cashier counter signed the register MEX-17. However as per the cash balance book (MEX-14) the balance was only Rs. 2,57,917.75. This was noticed by the Accountant. The workman was not able to trace out the shortage. He then gave Ext. MEX-10 letter to the bank admitting responsibility of the shortage and undertook to remit the amount immediately. He remitted the amount after 2 days on 18-10-1996. The shortage had occurred in respect of 6 denominations of currency, which are detailed in Ext. MEX-2. Branch Manager, Accountant and other concerned witnesses were examined on the side of the management in the enquiry. Considering the documents and the oral evidence the enquiry officer found that the workman had misappropriated an amount of Rs. 2,977. This is beyond challenge and requires no reconciliation in view of the preliminary order and the evidence on record.

8. The worker submits that even accepting the guilt as such the punishment is harsh. He had served the bank for long 20 years. By hard work, sincerity and honesty he came up in service from the post of Peon to Head Cashier and in the entire career there was not even a single black spot. On the other hand the management had complemented him for his good service and for mobilization of deposits. (para 10 of the claim statement)

9. This is not denied by the management in the written statement. In para 14 of the findings the Enquiry Officer recorded that nothing had surfaced during enquiry nor the management had submitted regarding any adverse remarks against the workman. Hence the Enquiry Officer found that the workman had no adverse service records (page 14 of the findings in Ext. M 1). The workman was given a personal hearing by the Disciplinary Authority cum Enquiry Officer. The submission of the workman is recorded in the final order of the Disciplinary Authority. His submissions were that he was complemented by the management for good customer service and for contribution to deposit mobilization. He had unblemished service record of more than 2 decades. He was ailing from heart disease. He is the sole bread winner of his family consisting of aged parents, spouse, two school going children out of whom one is deaf and dumb. He had already suffered mental agony and financial loss due to suspension for more than 8 months. Hence he craved for leniency in the matter of punishment. But nothing is seen considered by the disciplinary authority in its final order though he has recorded the submissions of the workman. He was obsessed by the findings of guilt of misappropriation and the extenuating circumstances

submitted by the workman was not taken note of. Whatever that be the question is whether for a major misconduct of doing acts prejudicial to the interest of the bank (misappropriation), the disciplinary authority was justified in ordering dismissal. Swindling with the money of the bank or public money is no doubt a serious offence. The workman took up the responsibility for the shortage by submitting a statement to the bank and by remitting amount from his pocket after two weeks. Definitely that will not lighten the seriousness of the guilt or obliterate the culpability. At the same time it has to be recollected that he has been serving the bank for two decades without any blemish. No disciplinary action was taken against him previously. Along with the major misconduct there was another charge for committing minor misconduct of excessive borrowing. Bank has a case that the amount was taken by the workman to repay his personal debts. That could be the subtle moment for him to succumb to the urge for money. No doubt it is not a pardonable offence especially by a banking institution where public money is handled. It definitely affects the credibility of the bank. Workman by his hard work and efforts had come up in his career from the lowest level of Peon to the post of Head Cashier. He had done valuable service which earned for him the compliments of the management. He is the sole bread winner of his family consisting of his aged parents, spouse and two school going children one of whom is deaf and dumb and attending school for deaf and dumb. He is suffering from heart disease. By the order of dismissal the workman is deprived of all benefits of service including P.F. and gratuity. Clause 19.6 is amended and substituted by clause-21 (iv) of the 6th Bipartite Settlement dt. 14-02-1995. Anyone of the punishments mentioned therein can be imposed depending upon the gravity of the guilt. I think ends of justice would be served by converting the penalty of dismissal into discharge with superannuation benefits.

In the result, an award is passed finding that the action of the management, in holding the workman guilty of the charge of misappropriation of money and excessive borrowing, is legal and proper but the punishment of dismissal is not proportionate and hence altered to discharge with superannuation benefits.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 25th day of June, 2008.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Management

MW 1 - 18-02-2008 Sri. R. Venkat Ramaiah.

Exhibit for the Management

M1-Enquiry file in respect of Sri.P. K. Venugopal

नई दिल्ली, 13 अप्रैल, 2009

क्र.आ. 1245.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार (1) शिपिंग कारपोरेशन आफ इण्डिया, (2) गुडलक सर्विसिज एजेंसी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 मुम्बई के पंचाट (संदर्भ संख्या 2/27/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2009 को प्राप्त हुआ था।

[सं. एल-31025/8/2004-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th April, 2009

S.O. 1245.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/27 of 2005) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of (1) Shipping Corporation of India, (2) Good luck Services Agency and their workman, which was received by the Central Government on 13-4-2009.

[No. L-31025/8/2004-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : A. A. Lad, Presiding Officer

Reference No. CGIT-2/27 of 2005

Employers in Relation to the Management of

1. Shipping Corporation of India
2. Goodluck Services Agency
1. The Shipping Corporation of India Shipping House 245, Madame Cama Road, Mumbai-4000021.
2. M/s. Goodluck Services Agency 265, Biryia House, 3rd floor Bazar Gate Street, Fort Mumbai-400001.

And

Their Workmen

1. Shri Chandrakant Dashrath Bodbe Vice President Suraksha Rakshak and General Kamgar Sena 'Gomtinivas', Near State Bank, L.B.S. Road Bhandup (W), Mumbai-400078.
2. Shri Suresh S. Pilke Peerbhoy Bunglow Adishankarcharya Marg, Powai, Mumbai-400076.

APPEARANCES

For the Employer No. (1) : Ms. Bindu Grover, Advocate
i/b M/s. Mulla and Mulla

For the Employer No. (2) : No appearance.

For the Workmen : Mr. A. P. Kulkarni, Advocate

Mumbai, dated 29th September, 2008

AWARD

1. The Government of India, Ministry of Labour, by its Order No. L-31025/8/2004-IR (B-II) dated 7-12-2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

“(i) Whether the contract between the management of Shipping Corporation of India Ltd., Mumbai and M/s. Goodluck Services Agency is a sham and bogus and a camouflage to deprive the workers listed at Exh. A (annexed) of the Writ Petition of benefits available to permanent workmen of the management of Shipping Corporation of India Ltd.

(ii) Whether the workers listed at Exh. A (annexed to the Writ Petition should be declared as permanent workers of the management of Shipping Corporation of India Ltd. ?

(iii) What are the wages and consequential benefits to be paid to the concerned workers” ?

ANNEXURE 'A'

1. S. K. Yasin
2. B. Cawade
3. V. Muthu
4. Akram Mohamad Sarwar
5. Arvind K. Bane
6. M. T. Sakpal
7. Suresh S. Pilke
8. S. K. Nazir
9. G. S. Bane
10. S. K. Rafic
11. P. R. Patil
12. Vasant Khandnale
13. S. K. Salim
14. M. D. Shareef
15. B. S. Baane
16. S. D. Warik
17. P. R. Rajmane
18. D. R. Bhalekar
19. Ravindra Gurav
20. P. S. bansriji
21. S. T. Kamble
22. Suhas Bandare
23. D. J. Rain
24. C. H. Mangle

25. Sham Vasant Shinde
26. P. I. Kamble
27. S. A. Mangle
28. B. V. Dhanawade
29. Suresh Babu
30. M. S. Sawant
31. A. R. Kamble
32. C. S. Kamble
33. R. G. Ambre
34. D. M. Divedi
35. A. R. Kureshi
36. Amanuddin Shaikh Abdulla
37. Y. S. Anes
38. A. S. Rafiyoddin
39. M. H. Kureshi
40. S. R. Tatkere
41. K. E. Shrikumar
42. M. D. Nawabjan
43. Ramesh Gurar
44. R. R. Khopkar
45. P. P. Ghag
46. M. H. Poojari
47. M. R. Patil
48. P. T. Patil
49. Madhav Patil
50. Chandrakant Parab
51. Ayajuddin Sheikh
52. Chandu Sheikh
53. Farooq Sheikh
54. Raghunath
55. Srawan Fakira Shinde
56. Kalidas Narayan Taware
57. Sanjay Narayan Bhuwad
58. Subash Shankar Pillai
59. Pradip Shinde
60. D. V. Sawant.

2. Claim Statement is filed by workmen in support of the claim Ex-11. It is disputed by first party by filing reply Ex-12. Issues were framed at Ex-23 and reference was posted for recording evidence.

3. Meanwhile both parties arrived to settlement as per Ex-25, Ex-26 & Ex-27 and appeared before Lok-adalat conducted at Mumbai. They agreed with the terms and conditions. Hence the order :

ORDER

In view of Ex-26 & Ex-27, reference is disposed of in Lokadalat.

Date 29-9-2008

A. A. LAD, Presiding Officer

Ex-25

PROCEEDINGS OF THE LOK ADALAT HELD ON 29-9-2008

Panel Members

- (1) Shri M. B. Anchan, Advocate
- (2) Ms. Nandini Menon, Advocate
- (3) Mr. Umesh Joshi, Advocate

Ref. CGIT-2/27 of 2005

1. Shipping Corporation of India Ltd.
2. Goodluck Services Agency

Vs.

1. Suraksha Rakshak General Kamgar Sena
2. Shri Suresh S. Pilke

Appearance :

For the Management : Ms. Bindu Grover, Adv.
instructed by Mulla and Mulla

For Good Luck Services : Absent

For the Union : Mr. Naresh Lal, Representative

Since the reference has been settled out of Court, the parties prayed for disposal in terms of the consent terms.

Forwarded to the Hon'ble Tribunal for passing of the Award.

Sd/-

Sd/-

Sd/-

Sd/-

(Panel Members)

(M. S. Shetty)

Representative for SCI

Sd/-

Sd/-

(Bindu Grover)

(Naresh Lal)

Advocate for FP-1

Representative of Union

Seen

Sd/-

(Presiding Officer)

CGIT-2, Mumbai

29-9-2008.

Ex. No. 26

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT MUMBAI

Reference No. CGIT-2/27 of 2005

Between

M/s. Shipping Corporation of India Ltd.

And

Their Workmen

May it please your honour :—

- (1) The 2nd party workmen concerned in the present proceedings, have settled the dispute out of Court with the Management of the 1st party employer. The settlement to this effect is enclosed herewith.
- (2) It is respectfully prayed that this Hon'ble Tribunal be pleased to pass an Award in terms of the said settlement.

Mumbai,

Dated : this 26th Day of September, 2008.

1. (A. P. KULKARNI), Advocate for the
2nd Party workmen.

2. (P. RAMASWAMI), Advocate for the
1st Party Company.

Ex. No. 27

HON'BLE TRIBUNAL

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL.

MUMBAI

Reference : CGIT-2/27 of 2005, between the employer in relation to the Management of the Shipping Corporation of India Ltd.

And

Their workmen represented by Forward Seamen's Union of India.

In the matter of permanency of 30 Workmen.

CONSENT TERMS

May it please your honour

1. The parties above named have arrived at a Settlement out of Court and have also arrived at the following terms :

- (a) The Principal Employer shall help these workers to get Housing Loan Facility upto 60 times salaries (basic Pay+DA) with immediate effect from LIC/HDFC etc. or such other organization and the contractor will reimburse the interest subsidy to the workers/supervisors to the extent of actual interest paid in any Financial Year over and above 4% which is the prevailing housing loan interest of the Principal Employer;
- (b) In case of the Supervisors or the Security guards are forced to work more than the usual working time, they are to be paid overtime accordingly;
- (c) The Contractor will not employ any Badli worker supervisor or substitute and in case there is attrition for any reason, no additional or substitute Supervisors or the Security Guards will be engaged;
- (d) The Supervisors and the Security Guards shall also be provided with annual function passes and Diwali gifts etc. on similar lines extended by the principal Employer to the regular non-clerical employees.

As such Parties would not like to pursue the reference further. In the said circumstances, this Hon'ble Tribunal may dispose off the said reference as settled out of Court with no order as to cost.

Union and Workmen

Forward Seamen's Union of India

Sd/-

Secretary

For the Shipping Corporation of India Ltd.

D. S. Kanvinde, Executive Director (Per. & Adm.)

Mulla and Mulla and Craigie Blunt and Caros

Sd/-

Partner : Advocates for First Party

MINUTES OF THE MEETING

The parties to the Reference No. 2/27 of 2005, viz; the Forward Seamen's Union of India and its members and The Shipping Corporation of India Ltd. and M/s. CNCS Facility Solutions Pvt. Ltd., the Contractor met to discuss the issue of settlement and have arrived at the following :

1. The Shipping Corporation of India Ltd. will write to the Security Guards Board informing it that as it has made other arrangements for security, the supply of security staff for its establishment at MTI Powai may be stopped or discontinued from the first day of the month following the submission of their consent terms in the court.
2. The Forward Seamen's Union of India and the concerned 30 workmen will also inform the Security Guards Board that in as much as they have reached a private settlement regarding their future service conditions, they are submitting their resignation from the Security Guards Board from the first day of the month following the submission of their consent terms in the court. The same may be accepted and all the dues including gratuity may be paid to them individually.
3. All the 3 parties, viz. The Shipping Corporation of India Ltd., M/s. CNCS Facility Solution Pvt. Ltd., contractor and the Forward Seamen's Union of India and its members agree and join the contractor M/s. CNCS Facility Solution Pvt. Ltd., as from the first day of the month following the submission of their consent terms in the court.

They will be employees of the Contractor M/s. CNCS Facility Solution Pvt. Ltd.,

4. It is agreed between the parties that on joining M/s. CNCS Facility Solution Pvt. Ltd., the Contractor, these 30 workmen will be offered employment at the MTI, Powai of The Shipping Corporation of India Ltd., as the Security Guards, the contract being given to M/s. CNCS Facility Solution Pvt. Ltd. It also depends on the contractor and the requirements of the Shipping Corporation of India Ltd. to shift the said workmen from Powai to any other place.
5. As regards the arrears of salary, a lump sum amount equivalent to the difference between the total wage payment as per new terms and which they have received from Maharashtra Security Board for the period 1-2-2008 till the new arrangement comes into force will be paid to each of these workmen as adhoc one time settlement payment.
6. On joining the employment of the contractor, security supervisor will be paid a monthly salary of Rs. 14,699 approx. as per annexure 'I' stated herein and the Security Guards Rs. 13,626 approx.
7. In addition to the above, the Security Guards would be entitled to the following benefits :—
 - (a) **Leave Travel Concession :**
With effect from 1st April, 2008, these security guards/supervisors shall be entitled to LTC by 2nd class AC sleeper once in a block period of 2 (two) years. For this purpose, this block will be considered as 2008—2010 block (ending 31st March, 2010). In lieu of enjoyment of LTC facility to any place in India, a security guard shall have an option to encash this facility restricted to 75% of entitled class rail fare upto 1500 km. each way for a maximum up to 4 (four) full tickets on the basis of certification. Encashment of LTC shall not be allowed with respect to dependent parents. All contractual security guards will be given similar facilities as are admissible to the non-clerical staff members of the Principal Employer with regard to 'dependents', 'entitled class' and 'advance payment' under the LTC scheme. For the purpose of reimbursement of LTC, the definition of 'family' would mean self, spouse, fully dependent children and fully dependent parents provided the parents are staying with the security guards. Details of fully dependent children and parents shall be furnished by each security guard by way of declaration in a specific form as applicable to regular non-clerical staff members of the Principal Employer.
 - (b) **Stitched Uniform, Shoes and Socks, Umbrella etc.**
The contractor will provide stitched Uniform, Shoes and Socks, Umbrella to workers and

supervisors as per policy of the Principal Employer from time to time.

(c) **Provident Fund-Recovery/Reimbursement**

The contractor will recover the employees' contribution to the PF Regulation and appropriate amount will be deposited with the PF Commissioner along with the matching contribution from the contractor within a period, as being specified by the office of PF Commissioner from time to time. Present rate of employees' contribution towards PF is @ 12% of (Basic Pay+DA) per month. Contractor would be reimbursed employer's contribution towards PF and administration charges at @ 13.61% of (Basic Pay+DA) per month.

(d) **Gratuity :**

All workers/supervisors will get at the end of the service gratuity equivalent to 15 days salary for every completed year of service subject to stipulated ceiling (presently 3.5 lakhs) from time to time.

(e) **Superannuation/Retirement**

These Contractual Security personnel will continue to be under Contractor's Service up to Superannuation i.e. an attainment of 60 years of age.

8. The Union and the workmen have dropped their claim to direct and/or permanent employment and/or regularization in the employment of SCI. They further unequivocally affirm and undertake that in future they would not raise any claim or demand through any means for direct and/or permanent employment in the SCI and/or regularization in the employment of SCI.

Annexure 'I'

Monthly Wage structure to be offered to MTI Security Guards/Supervisors

Sl. No.	Pay component (per month)	Security Supervisor	Security Guard
1.	Basic Pay	4,500.00	4,350.00
2.	D.A. (Basis : February, 2008 DA)	3,537.00	3,419.00
3.	H.R.A.	1,350.00	1,305.00
4.	General Medical	670.00	647.00
5.	Bonus @ 8.33% of (Basic+ DA)	669.00	647.00
6.	C.C. A.	200.00	200.00
7.	C.E.A.	200.00	200.00
8.	Transport Subsidy	600.00	600.00
9.	A.D.A.	525.00	525.00
10.	Warm Clothing Allowance	33.33	33.33

11. Shift Allowance	100.00	100.00
12. Canteen Allowance	1,600.00	1,600.00
13. Mediclaim	715.00	715.00
Total	Rs. 14,699.33	13,626.33

Sd/- Illegible

- | | | |
|------|------------------------|---|
| (1) | Sheikh Akram | " |
| (2) | Sheikh Yaseen | " |
| (3) | Chandrankant H. Mangle | " |
| (4) | Arivind Keshav Bane | " |
| (5) | Prakash S. Baneri | " |
| (6) | Chandrant M. Parab | " |
| (7) | Suresh D. Warik | " |
| (8) | Manohar R. Patil | " |
| (9) | Babasahelb V. Danavade | " |
| (10) | Sreekumar K. Nair | " |
| (11) | Balkrishana M. Tawde | " |
| (12) | Mahadev T. Sakpal | " |
| (13) | Deepk J. Rain | " |
| (14) | Ravindra S. Gurav | " |
| (15) | A. R. Qureshi | " |
| (16) | Suresh S. Pike | " |
| (17) | P. R. Bhalekar | " |
| (18) | R. S. Babre | " |
| (19) | P. R. Ramane | " |
| (20) | G. S. Bane | " |
| (21) | R. R. Khopkar | " |
| (22) | Yunush Sheikh | " |
| (23) | Mohmed Nawab | " |
| (24) | Ramesh Gurav | " |
| (25) | M. Hanif Qureshi | " |
| (26) | Suhas Bhandare | " |
| (27) | Pandurang Kamle | " |
| (28) | S. R. Tatkare | " |

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1246.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एम. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 4/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-4-2009 को प्राप्त हुआ था।

[सं. एल-22012/44/2001-आईआर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 15th April, 2009-

S.O. 1246.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 4/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of M/s. MCL and their workman, which was received by the Central Government on 15-4-2009.

[No. L-22012/44/2001-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESHWAR****Present : Shri N. K. R. Mohapatra, Presiding Officer****Industrial Dispute Case No. 4/2002****Date of Passing Award—4th March, 2009****BETWEEN**

1. The Management of the M/s. Prahari Security (P) Ltd., 216, Vishal Chamber, Sector-18, Noida (U.P.)-201302
2. The Project Officer, Mahanadi Coal Field Limited, Bharatpur Colliery, Talcher, Distt. Angul.

—1st Party Managements

And

Their Workman Shri Jagannath Bagha,
Security Supervisor, S/o. Shri Baishnab Bagha,
At. Lakeipashi, P. O. Danara, P. S. Colliery,
Talcher, Distt. Angul, Orissa

—2nd Party-Workman

APPEARANCES

- | | |
|----------------------|---|
| None | : For the 1st Party-
Management No. 1 |
| Shri P. C. Sethi | : For the 1st Party-
Personnel Manager |
| Shri Jagannath Bagha | : For Himself the
2nd Party-Workman. |

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-22012/44/2001/IR CM-II, dated 11-12-2001.

“Whether the action of the Management of M/s. Prahari Security (P) Ltd., Contractor of M. C. Ltd., in terminating Shri Jagannath Bhaga and not paying wages from June, 1999 to 15-7-2000 is legal and justified? If not, to what relief he is entitled to?”

2. The 1st Party-Management No. 1, M/s. Prahari Security (P) Limited recruited the disputant as a Probationer Security Supervisor and in completion of probation period deployed him in the establishment of Management No. 2 to work as such on a monthly salary of Rs. 6,500 with effect from 18-12-1998. It is alleged by the workman that while he was working in the establishment of Management No. 2 the said Management No. 1 withdrew him from the establishment of Management No. 2 on 15-7-2000 and ultimately terminated him without any advance notice or notice pay in lieu thereof. He also did not pay his arrear pay for the month of June, 1999 to 15th July, 2000 before terminating him from service. As a result the workman raised an Industrial Dispute and hence, the reference.

3. The reference was originally against Management No. 1. But subsequently on the prayer of the disputant-workman the Management No. 2 was added as a party. On notice being sent to both the Managements the Management No. 1 did not appear or did it file any written statement to the claim statement of the disputant-workman and therefore, he was set ex parte. The Management No. 2 on the other hand filed his written statement contending that the Management No. 1 was given the contract to provide security service and, accordingly, the disputant was deployed by the Management No. 1 to provide such service within the premises of the Management No. 2 and, therefore, the said Management No. 2 is unaware of the reasons of non-engagement of the disputant-workman by the said Management No. 1. The Management No. 2 further contends that there was no employer and employee relationship between him and the disputant-workman and as such the disputant-workman has got no right to claim any benefits from him. It is further contended that the disputant is not a workman within the meaning of the term and as such the reference is not maintainable.

4. On the basis of above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the reference is maintainable?

2. Whether the action of the Management of M/s. Prahari Security (P) Ltd., Management No. 1 in terminating the services of the workman with effect from 15-7-2000 was legal and justified?

3. Whether the action of the Management in terminating the services of the workman without payment of his arrear wages from June, 1999 to 15-7-2000 was legal and justified?

4. If not, to what relief the workman is entitled?

5. The disputant-workman himself adduced necessary evidence in support of his case while the Management No. 2 examined one of its officer to disown his liability.

ISSUE No. 1

6. The Management No. 2 has filed an agreement (Ext.-A) entered with Management No. 1 to provide security services. The disputant-workman has also agreed in the evidence that he was deployed by the Management No. 1 and that his wages were also being paid by Management No. 1. Therefore, from the above it is clear that the disputant-workman was working in the establishment of Management No. 2 as a contract labourer and as such he appears prima facie a workman within the meaning of the term. As such I find that the reference is maintainable.

ISSUE NOS. 2 TO 4

7. These issues are taken up together for joint disposal as they are inter-dependant.

It is claimed by the workman that after imparting probationary training for one month the 1st Party-Management deployed him in the establishment of the Management No. 2 to work as Security Supervisor with effect from 1-12-1998 on a monthly remuneration of Rs. 6,500 per month. But the agreement between the Management Nos. 1 and 2 marked as Ext.-A shows that under the agreed terms the 1st Party was to deploy Security Supervisors at the rate of Rs. 1812.50 per head. Therefore, the averments of the disputant that he was paid @ Rs. 6,500 per month appears to be unreal. Besides he has produced no document in support of his said claim. As it shows he has quoted such figure keeping in view the terms of reference expecting higher benefit. Therefore, without giving much emphasis on the amount which the disputant has claimed as his salary it is now to be seen whether the disputant, considering his designation as Supervisor, can be regarded as a workman or not. The agreement between both the Management marked as Ext.-A indicates that the post of Head Security Guard and Security Supervisor are in common parlance, the remuneration payable for these posts being the same. Since nothing has been elicited by the Management No. 2 from the claimant during his cross-examination as to the nature of work the disputant used to render it can safely be said that the designation of "Supervisor" given to the disputant was a self imposed designation though in practice he was to work as a Head Security Guard. Accordingly, it is held that the disputant comes under the category of workman.

8. Now as regards the case of the disputant it is deposed by the said disputant that he was abruptly withdrawn from the establishment of O. P. Management No. 2 on 15-7-2000 without any advance notice or notice pay in lieu thereof, as also without any retrenchment compensation as prescribed under Section 25F of the Industrial Disputes Act. It is further deposed by the disputant that after withdrawing him from the establishment of the O. P. Management No. 2 he was not engaged elsewhere by his immediate employer-Management No. 1. This averment of the workman if considered along with

the evidence of Management No. 2 and the Agreement marked Ext. A it would show that the disputant was withdrawn from the establishment of Management No. 2 by Management No. 1 when the agreement between them was still subsisting. This other-hand suggests that the termination of the disputant was totally whimsical on the part of the Management No. 1. As the evidence of the witness examined by Management No. 2 shows that after secession of the agreement, Ext. A another contractor has been engaged to provide security service and the disputant has been deployed now by that contractor, I find in these circumstances, that it would be more appropriate to direct the Management No. 1 to pay a consolidated compensation of Rs. 30,000 (Rupees Thirty Thousand) in lieu of reinstatement and back wages to the disputant-workman.

9. As regards the other part of the reference regarding non-payment of wages to the workman, I would like to make it clear that in a reference under section 10 of the Industrial Disputes Act, a case falling under Section 33-C(2) cannot be adjudicated nor the same can be considered as a matter connected with the main dispute. Therefore, on the ground of lack of jurisdiction on the part of the Tribunal the said question relating to non-payment of wages is left unanswered, leaving it to the discretion of the workman to claim the same under Section 33-C(2) of the Industrial Disputes Act.

10. To sum up the reference is disposed of ex parte against O. P. Management No. 1 and on contest against O. P. Management No. 2 with a direction to O. P. Management No. 1 to pay a consolidated compensation of Rs. 30,000 to the workman in lieu of his reinstatement and back wages as held earlier. As the evidence of the Management No. 2 shows that the Management No. 1 has already severed his relationship with the Principal Employer (O. P. Management No. 2) having collected all his dues, the said Management No. 2 who has been added as party to this proceeding on the prayer of the workman cannot be saddled with the responsibility of indemnifying the liability of O. P. Management No. 1 and as such the award is executable against O. P. Management No. 1 alone.

11. The reference is answered accordingly.

Dictated and Corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

**List of Witnesses Examined on Behalf of the 2nd Party-
Workman**

W. W. No. 1--Jagannath Bagha.

**List of Documents Exhibited on Behalf of the 2nd Party-
Workman**

Ext.-1—Service Certificate dated 8-7-2000 of M/s. Prahan Security Pvt. Limited.

**List of Witnesses Exhibited on Behalf of the 1st Party-
Management No. 1**

No Witnesses examined on behalf of the 1st Party-
Management No. 1

**List of Documents Exhibited on Behalf of the 1st Party-
Management No. 1**

No documents exhibited on behalf of the 1st Party-
Management No. 1.

**List of Witnesses Exhibited on Behalf of the 1st Party-
Management No. 2**

M. W.-1--Shri Padma Charan Sethi.

**List of Documents Exhibited on Behalf of the 1st Party-
Management No. 2**

No documents exhibited on behalf of the 1st Party-
Management No. 2.

नई दिल्ली, 16 अप्रैल, 2009

का.आ. 1247.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक आफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट [संदर्भ संख्या 73(सी)/2008] को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/32/2008-आईआर (बी-11)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 16th April, 2009

S.O. 1247.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 73(C)/2008] of the Industrial Tribunal, Patna now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 15-4-2009.

[No. I-12012/32/2008-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD,
PATNA**

Reference Case No. 73(C) of 2008

Between the Management of Central Bank of India,
Mauryalok Complex, Patna and their workman Sri Ajay

Kumar Ram, S/o Sri Laljee Ram, resident of Kamal Nagar Colony, Mirjanhat, Bhagalpur (Bihar).

For the Management : Sri P. K. Nagharshi, Manager,
Central Bank of India, Gaya

For the Workman : Sri B. Prasad, General Secretary,
Bank Employees Federation, Bihar

Present : Vasudeo Ram, Presiding Officer

AWARD

Patna, dated the 18th February, 2009

By adjudication Order No. L-12012/32/2008-IR (B-II) dated 30-7-2008 of the Govt. of India, Ministry of Labour, New Delhi in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) referred the dispute between the management of Central Bank of India and their workman Sri Ajay Kumar Ram to this Tribunal for adjudication on the following:

"Whether the action of the management of Central Bank of India, Regional Office Gaya in terminating the services of Sri Ajay Kumar Ram, Temporary peon-cum-Frash without complying Section 25F of I. D. Act and not regularizing him in service in subordinate group IV cadre in the Selection process is legal and justified? If not, what relief Sri Ram is entitled to?"

2. The parties appeared on notice and filed their statement of claim and the written statement respectively. The contention of the workman is that there were vacant posts of peon/sweeper and frash at Bhagalpur Branch and to meet the requirements the management called for the names of candidates. On the requisition of the management of Central Bank of India the Sub-Regional Exchange, Bhagalpur forwarded the name of Sri Ajay Kumar Ram upon which the workman was appointed as a temporary peon/sweeper/frash in Bhagalpur Branch of Central Bank of India on 17-3-1997. The appointment was made orally and no appointment letter was issued. He was asked to discharge the duties of peon/sweeper/frash and thereafter the workman discharged the said duties. He worked as sweeper/cum-frash from 6.30 A.M. to 10 A.M. and as peon from 10.15 A.M. to 6 P.M. regularly. He was paid the scale of permanent Subordinate Staff including usual Dearness allowance and bonus etc. His wage was revised according to industry level wage settlement w.e.f. 1-11-1997. He worked till 23-2-2004 and on 24-2-2004 he was stopped from working which amounted to retrenchment as defined under Section 2 (oo) of the Act. The workman further contends that no notice or notice pay or compensation as required under Section 25F of the Act was given to him. The management regularized the services of certain workman but his case was not considered. The workman seeing no scope of redressal of his grievances raised

industrial dispute before the appropriate authority. The Conciliation failed due to uncompromising attitude of the management. Thereupon this reference was made. According to the workman the said action of retrenchment by the management is illegal and unjustified. The workman claims reinstatement in service as a subordinate staff with back wages besides regularisation of his services in that cadre.

3. The contention of the management is that Ajay Kumar Ram is not a workman nor the dispute raised by him is an industrial dispute as defined under the Act and hence the reference is not maintainable. According to the management there existed no relationship of employer and employee between the management and the alleged workman. According to the management Ajay Kumar Ram was engaged by the Bhagalpur Branch of Central Bank of India intermittently as casual labourer as and when required and he was paid wages for the day/days he worked. He was neither selected nor appointed nor retrenched and under the circumstances the workman does not deserve the relief under Section 25F of the Act. According to the management Ajay Kumar Ram never worked 240 days continuously in any calendar year. According to the management Ajay Kumar Ram is not entitled to any relief as claimed and the award is fit to be given in favour of the management.

4. Upon the pleadings of the parties and keeping in view the terms of reference the following points arises out for decision :—

- (i) Whether the action of the management of Central Bank of India in terminating the services of Sri Ajay Kumar Ram without complying the provisions laid down under Section 25F of I. D. Act is legal and justified?
- (ii) Whether the action of the management of Central Bank of India in not regularizing the services of Sri Ajay Kumar Ram in Subordinate group IV Cadre is legal and justified?
- (iii) Whether the reference is maintainable?
- (iv) To what relief or reliefs the workman is entitled?

FINDINGS

Point No. (i) :

5. The management declined to adduce any evidence but contested the claim of the workman. The workman Ajay Kumar Ram examined himself as W.W. 1 and has been cross-examined on behalf of the management. Besides his oral evidence the workman has got exhibited photocopy of payment charts in 14th sheets (Ext. W series), photocopy of statement of Accounts of the workman (Ext. W/1), photocopy of Bonus payment sheets

of the workman in 4 sheets (Exts. W/2), photocopy of list submitted by the employment exchange (Ext. W/3), photocopy of representation of the workman for regularization in two sheets (Ext. W/4), photocopy of letter dated 20-5-2000 of Bhagalpur Branch to Regional Manager, Gaya for permanent absorption of the workman (Ext. W/5), photocopy of letter dated 8-12-1998 of Regional Office, Gaya to Branch Manager, Bhagalpur seeking information regarding engagement of casual/temporary Safaikarmi (Ext. W/6), photocopy of letter dated 20-8-2001 of Regional Officer, Gaya to Branch Manager, Bhagalpur (Ext. W/7), photocopy of letter dated 17-11-98, 3-5-97, 16-12-98 and 27-7-2008 of Bhagalpur Branch to Regional Office, Gaya regarding shortage of Sub-Staff (Exts. W/8 to W. 11 respectively), photocopy of Caste Certificate of the workman (Ext. W/12) and photocopy of letter dated 28-10-2005 of Regional Labour Commissioner (C) to Government of India (Ext. W/13-W/13-2).

6. From the documents filed on behalf of the workman it appears that there was shortage of Sub-Staff in Central Bank of India, Bhagalpur Branch (hereinafter referred to as "the Bank") and for that correspondence were made between the Bank and its Regional Office. It also appears that the names for appointment as temporary daily wage employees were called for from the Employment Exchange, Bhagalpur which forwarded a list of candidates vide its letter No. 09/97-277 dated 30-4-1997 (Ext. W/3) including the name of workman Ajay Kumar Ram at Serial No. 6 and accordingly Sri Ram was appointed w.e.f. 2-5-1997 for cleaning and also to perform the duties of an Office Peon as it appears from Ext. W/9. It may be mentioned here that no formal letter of appointment was issued by the management for the reasons best known to them. There is no dispute on the point that the workman was paid the wages by the management through cash payment Register (Ext. W series), the wage included pay and dearness allowance. The wage was transferred to the Bank account of the workman, meaning thereby the wages/salary was paid to the workman like other employees of the Bank. The workman was paid the bonus also (vide Ext. W/2).

7. According to the management there was no relationship of employer and employee between the management and the workman. Section 2 (S) of the Act defines "Workman" as follows :—

"Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or as a

consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person :—

- (i) Who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) Who is employed in the police service or as an officer or other employee of a prison; or
- (iii) Who is employed mainly in a managerial or administrative capacity; or
- (iv) Who being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercise, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

According to the said definition there is absolutely no scope of doubt that Sri Ajay Kumar Ram is a workman. It may be mentioned here that the said definition does not make difference between a temporary and a permanent workman.

8. According to the management the workman worked intermittently and never put in continuous service as defined under Section 25-F of the Act where as the contention of the workman is that he worked continuously from the date of appointment/engagement till the date of termination of his services on 24-2-2004 and as such he worked uninterruptedly for about seven years. The management as already mentioned above has not adduced any evidence in support of its case/contentions. The workman (W.W.1) has not only made statement before this tribunal supporting his said contention, it is also supported from the wage payment sheets (Ext. W series) filed on behalf of the workman. The contention that he worked more than 240 days every year is also supported from the letter dated 4-10-2001 of Bhagalpur Branch to Regional Office, Gaya filed on behalf of the workman. Thus from the above discussed evidence and circumstances it is well proved that the workman has put in services uninterruptedly for years together and put in continuous services under the management.

9. According to the management the removal of the workman from the services or his disengagement from the work does not come under Section 2 (oo) of the Act. Section 2 (oo) of the Act, defines retrenchment in the following words :

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—

- (a) voluntary retirement of the workman ; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned containing a stipulation in that behalf ; or
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein ; or
- (c) termination of the service of a workman on the ground of continued ill health.

Under the circumstances that Sri Ajay Kumar Ram was a workman under the management and he put in continuous service for years together uninterruptedly and he was removed by the management from the service I find that his removal or termination of services was 'retrenchment' as defined in Section 2 (oo) of the Act. There is no dispute on the point that the workman was not given notice, notice pay or compensation as required under Section 25F of the Act. Under the circumstances I find that the action of the Bank in terminating the services of the workman without complying the provisions of Section 25F of the Act is not only unfair labour practice it is illegal and unjustified. I am tempted to mention that the management truly required the services of the workman and after approval of the higher authorities called for the names and appointed the workman and took his service for years together uninterruptedly and when he is in the midstream of his life the management without reason illegally retrenched him which is totally unjustified. Point No. (i) is accordingly decided.

Point No. (ii) :

10. From the above discussions it is clear that the workman was appointed in accordance with the procedure of appointment when the management needed his services and the workman served the management uninterruptedly for years together. There are catena of decisions and it is well settled principle of law that regularisation in service is essentially the executive work; the work of the management and it is none of the business of the tribunal to pass orders for regularisation. Under the circumstances it is for the management to consider regularization of the services of the workman and this tribunal can not hold as to whether the action of the management in not regularization the services of the workman was illegal and unjustified or otherwise. This point is answered accordingly.

Point No. (iii) :

11. I have already discussed and held above that Sri Ajay Kumar Ram was employed by the management in due process and he was a workman and rendered continuous service as defined under Section 25-B of the Act. He was illegally retrenched from service. Industrial Dispute has been defined under Section 2 (K) of the Act as follows :

"Industrial dispute means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person ;"

Keeping in view the discussions made above I find that the dispute between the parties is 'industrial dispute'. It has been discussed and found that Sri Ajay Kumar Ram was a workman employed under the management of the Bank. Hence there existed the relationship of employer and employee between the Bank Management and Workman Sri Ajay Kumar Ram. It has also been discussed and hold that the action of the management of the Bank in terminating the services of Sri Ajay Kumar Ram without complying Section 25F of the Act is illegal and unjustified. The dispute between the parties is an 'industrial dispute'. Under the circumstances I find and hold that the reference made for adjudication is maintainable. Point No. (iii) is decided accordingly.

Point No. (iv) :

12. It has already been held above that the action of the management in terminating the services of Sri Ajay Kumar Ram without complying the provisions of Sec 25F of the Act is not only illegal it is unjustified also. It has also been found and held that tribunal can not pass an order on the point of regularization of the workman in service. The workman has worked for nearly seven years as peon-sweeper-frash under the management. Under the circumstances I find and hold that the workman deserves to be reinstated with full back wages. This point is decided accordingly.

13. In the result I find and hold that the action of the management of Central Bank of India in terminating the services of the workman without complying the provisions laid down under Section 25F of the Act is illegal and unjustified and the workman deserves to be reinstated with back wages @ wages last paid. The management is directed to comply the same within 60 days from the date of publication of the award.

14. And that is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 16 अप्रैल, 2009

का.आ. 1248.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट [संदर्भ संख्या 3(सी)/2008] को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-4-2009 को प्राप्त हुआ था।

[सं. एल-12011/98/2007-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 16th April, 2009

S.O. 1248.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 3(C)/2008] of the Industrial Tribunal, Patna now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 15-03-2009.

[No. L-12011/98/2007-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 3(C) of 2008

Between the Management of Central Bank of India, B. Block, 2nd Floor, Maurya Lok Complex, Patna and their workman Sri Pawan Kumar Ram, represented by the General Secretary, Industrial Mazdoor Congress, Rajbanshi Nagar, Patna.

For the Management : Sri Nayan Kumar Sinha. Asstt. Manager, C.B.I.

For the Workman : Shri D. Ram, General Secretary of INTUC, Bihar.

Present : Vasudeo Ram, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, Dated the 31st March, 2009

By adjudication order No. L-12011/98/2007-IR(B-II) dated 8th January, 2008, the Government of India, Ministry of Labour, New Delhi under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred the following dispute between the management of Central Bank of India, B. Block, 2nd Floor, Maurya Lok Complex, Patna and their workman Sri Pawan Kumar Ram, represented by the General Secretary, INTUC, Bihar for adjudication to this Tribunal :

"Whether the action of the Management in terminating the service of Sri Pawan Kumar Ram, working as a casual sub-staff in disregard to Section 25F of I.D. Act and not considering him for regularising is justified and legal? If not, what relief Sri Ram is entitled to?"

2. Both the parties appeared on notice and filed statement of claims and the written statement.

3. On last several dates neither workman is present nor any steps has been taken. I presume that the workman or his representative is not interested to pursue this reference once. Under the circumstances, I hereby pass a "No Dispute" Award.

4. And this is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2009

का.आ. 1249.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस. सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखनी के पंचाट (संदर्भ संख्या 47/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-4-2009 को प्राप्त हुआ था।

[सं. एल-22013/1/2009-आईआर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 15th April, 2009

S.O. 1249.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2006) of the Industrial Tribunal, Godavarikhani as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. SCCL and their workman, which was received by the Central Government on 15-03-2009.

[No. L-22013/1/2009-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

Present :— Sri M. Shanmugam, B. Com., B.L., Chairman-cum-Presiding Officer.

Tuesday, the 17th day of March, 2009

Industrial Dispute No. 47 of 2006.

BETWEEN

Durgam Ramchander, (Petitioner died) S/o. Bheemaiah, Aged about 50 years. R.o. Tandoor Mandal Tandoor, Adilabad Dist.

Petitioner

AND

1. The Colliery Manager, GDK. No. 6 Incline, Singareni Collieries Co. Ltd., Goleti I Incline, Bellampalli
2. The General Manager, Singareni Collieries Co. Ltd., Bellampalli, Dist. Adilabad.
3. The Chairman & Managing Director, Singareni Collieries Co. Ltd., PO : Kothagudem, Dist. Khammam.

—Respondents

This Industrial Dispute petition U/S. 2-A (2) of I. D. Act, coming on before me for final hearing on 16-3-2009, upon perusing all the documents on record and upon hearing the arguments of Sri S. Bhagavantha Rao, Advocate, for the petitioner and Sri D. Krishna Murthy, Standing Counsel for the respondents, having stood over for consideration till this date, the court passed the following :—

AWARD

1. This petition is filed U/S. 2-A (2) of I.D. Act, by the petitioner, the petitioner prays this Court may be pleased to direct the respondents to reinstate the petitioner into service, with continuity of service and other attendant benefits and full back wages, from the date of termination to date of reinstatement for which act of justice the petitioner/employee shall ever pray.

2. The averments of the petition filed by the petitioner are as follows :—

The petitioner submits that the petitioner is appointed on 11-11-1987 as badli filler in Goleti. The petitioner was appointed in the Madaram under the control of the 2nd and 3rd respondents. That the petitioner's services are governed by various regulations of Singareni standing orders of the company. The petitioner discharged his duties to the fullest satisfaction of superiors till upto removal from service i.e. on 10-9-2003. That the petitioner was put in 17 years of qualified length of service in the company and there were no termination as earlier. The respondents No. 2 and 3 transferred the petitioner to various collieries and the petitioner obeyed the orders of superiors and discharged his duties honestly till upto termination from service.

3. That after working for 15 years the health of petitioner has deteriorated day by day in the year 2002. The petitioner could not work properly and thereupon the petitioner used to remain absent to his duties due to the health grounds. In the year 2002, that the respondent No. 2 has issued a letter bearing No. BPA/GL T-I/R9/1340, dt.5-4-2003 containing a charge sheet of misconduct under standing orders 25:25 and charge is as follows: "Absent to duties without leave or permission" That the petitioner was issued enquiry proceedings and the so called enquiry has commenced on 16-5-2003. That the petitioner has

participated in a domestic enquiry which is conducted by the respondents. The petitioner is an illiterate and do not know English and Telugu and the petitioner only effects his thumb impression. In the said enquiry proceedings the respondents has obtained a thumb impression without explaining the contents mentioned therein.

4. That in the enquiry proceedings one P.V. Rama Rao and Gunde Rayalingu were present and they conducted enquiry. The petitioner has submitted reply to charge sheet and also enquiry reports. The respondents never give any opportunity to cross examine the witnesses. The enquiry is conducted without explaining the contents of the enquiry. All the enquiry proceedings are in English. The petitioner prays the court to decide validity of domestic enquiry as a preliminary issue.

5. The after completion of enquiry, no termination order is communicated to petitioner. The respondent No. 2 on the instigation of respondent No. 1 had advised the petitioner not to come for duty on 10-9-2003. So 10-9-2003 is the date of termination. The termination was oral. Therefore, the petitioner prays the court to set aside the oral termination. That after termination from service he was fall on roads along with family members. The oral termination is issued by Res. No. 2 is arbitrary, illegal and against to the principles of natural justice. The petitioner prays this Court may be pleased to direct the respondents to reinstate the petitioner into service, with continuity of service and other attendant benefits and full back wages, from the date of termination to date of reinstatement for which act of justice the petitioner/employee shall ever pray.

6. The averments of the counter filed by the respondent are as follows:

That it is a Government company incorporated under the provisions of Companies Act, 1956 for carrying out the business of minning and selling the coal. That since the coal mining industry is a central subject the appropriate government for this respondent management is central government. The respondent submits that as per S.7A (1) of I. D. Act the appropriate government may by notification in the Official Gazette constitute one or more industrial tribunals for the adjudication of industrial disputes relating to any matter whether specified in the 2nd Schedule or 3rd schedule and for performing such other functions as may be assigned to them under this Act. That Central Government established an Industrial Tribunal-cum-Labour Court at Hyderabad from 29-12-2000 for adjudication of industrial disputes and the petitioner ought to have approached the said Tribunal for the redressal of grievance, if any. But the petitioner conveniently avoided to file his petition before the Tribunal established by the Central Government for the reasons best known to him. That the petition is not maintainable under law and the same may be dismissed on this ground alone.

9. That the maintainability of the dispute raised by the petitioner before this court may be decided as preliminary issue before proceeding with the trial. That the petitioner failed to exhaust the conciliation procedure as laid down in the I. D. Act and filed the present petition before this tribunal under S.2 A(2) of I. D. Act, 1947 as amended by AP Amendment Act, 1987 (Act No. 32 of 1987). That as the appropriate Government for coal mining industry is the Central Government the State Amendment Act is not applicable to the respondent company and the petition filed by the petitioner is not maintainable under law and is liable to be dismissed in limine. The respondent company without prejudice to its rights in respect of the preliminary objection raised as above submits its counter as follows:

10. That the petitioner was appointed as Badli Filler on 11-11-1987 and the services of the petitioner are governed by the rules, regulations and standing orders of the respondent company. It is denied that the petitioner discharges his duties to the satisfaction of the superiors till his dismissal. That the petitioner had put up 69 days of actual attendance during the year 2002 and remained absent for the rest of the days without sufficient cause, as such the petitioner was issued charge sheet dt. 5-4-2003 for absenteeism without sufficient cause under clause No. 25.25 of approved standing orders of the respondent company which reads as follows: "Habitual late attendance or habitual absence from duty without sufficient cause" with an advise to submit written explanation within 4 days from the date of receipt of the charge sheet.

11. That the petitioner after receipt of the charge sheet did not choose to submit his explanation. As he has not submitted any explanation against the charge sheet the petitioner was issued enquiry notice dt. 6-5-2003 advising him to attend the enquiry on 16-5-2003. That before commencement of the enquiry, the Enquiry Officer explained the enquiry procedure to the petitioner in Telugu, and explained the contents of the charge sheet in Telugu. After explaining the procedure and contents of charge sheet, the Enquiry Officer advised him to take assistance of any of his co-workers, but the petitioner did not choose to take assistance of any of his co-workers, and admitted the charge levelled against him. The petitioner did not choose to cross-examine the management witnesses during the enquiry. In token of his participation he has put his thumb impression on the enquiry proceedings. During the enquiry in his statement he admitted that he remained absent unauthorisedly from his duties as stated in the charge sheet due to ill health and family problems. The petitioner admitted his guilt and requested the respondent management to excuse him and allow him for duty. That he has not submitted any documentary proof regarding his ill health. That the petitioner was given fair opportunity to participate in the enquiry.

12. That as the charges levelled against the petitioner are proved, with a view to give an opportunity, the petitioner was advised vide letter dt. 1-7-2003 to make a representation against the findings of enquiry report within seven days duly enclosing a copy of enquiry proceedings and report. The petitioner after receipt of the above letter along with enquiry proceedings failed to submit any representation against the findings of the enquiry report. That the respondents' company employees more than 83,000 persons, which includes workmen, executives and supervisors. The production results will depend upon the over all attendance and performance of each and every individual. They are inter-linked and inseparable. In this regard, if anyone remains absent, without prior leave or without any justified cause, the work to be performed gets effected. Such unauthorised absence creates sudden void, which at time is very difficult to fill-up, and there will be no proper planning and already planned schedules get suddenly disturbed without prior notice. That is the reason why the respondents' company is compelled to take sever action against the unauthorised absentees. In the instant case, the petitioner is one such unauthorised absentee having only 69 days attendance in the year 2002 and he has not improved his attendance and work performance even after issuing the charge sheet. He had failed to avail one more opportunity given to him. He had put in less musters from the year 1997 onwards. With the advent and implementation of new industrial and economic policies by the Central/State Government as well as the company, the company cannot go on employing the persons who are chronic absentees, who are a burden to the company. As such, the respondents company was constrained to dismiss the petitioner for unauthorised absenteeism w.e.f. 18-09-2003 vide order dt. 12/15-09-2003.

13. That the petitioner after receipt of the dismissal order dt. 15-09-2003 received all his retirement benefits such as FBIS (accumulations), CMPF and gratuity, in March, 2005 itself. That the petitioner is receiving coal mines family pension of Rs. 582 per month w.e.f. 18-9-2003. That as the petitioner received all the terminal benefits he is not entitled for reinstatement and his claim is not maintainable under law. It therefore prayed that the petition may kindly be dismissed with costs, for which act of justice the respondents shall ever pray.

Heard arguments

14. On behalf the petitioner side, filed 2 documents, (1) Office copy calling for the representation against the findings contained in the enquiry report, (2) Xerox copy of enquiry report. On behalf of the respondents side, filed 6 documents i.e., (1) Office copy of the charge sheet, (2) Office copy of the enquiry notice, (3) Enquiry proceedings, and report, (4) show cause notice, (5) Acknowledgement for show cause notice, (6) Office copy of dismissal order.

15. Before going into the merits of the case, I would like to submit how this case was delayed. This petition-claim statement was filed on 28-3-2006, U/Sec.2 (A) 2 of the I. D. Act, being aggrieved by the order of dismissal passed by the respondent management vide Proc., dt.15-9-2003, and it was checked and numbered on 12-4-2006. It was posted by issuing notice to respondent side through RPAD on 4-5-2006, on that day both the petitioner and respondent called absent. On 2-6-2006 Sri S.B.Rao, Advocate filed the vakalat, petition U/Sec. 36(4) leave granted as other side consented. On behalf of the respondents side, Sri D. Krishna Murthy, Advocate, filed vakalat on 05-06-2006. Posted for counter and documents. On 27-11-2006, R-2 filed counter. Memo filed by R-1 & R-3 adopting the counter of R-2. Posted for framing preliminary issues. On 26-2-2007 petitioner counsel requested time for filing Lok Adalat petition for settlement. On 11-6-2007 petitioner not filed the petition to send for Lok Adalat though granted 14 adjournments, again it was posted for framing preliminary issues. On 24-9-2007 preliminary issues framed and posted for hearing on preliminary issues on 20-10-2007. On 20-10-2008 petitioner counsel filed memo stating that the petitioner died without noting the date of death petitioner counsel is directed to file the death certificate of the petitioner and steps for L.Rs. On 29-12-2008 both the counsel stated they are not taking steps to add the petitioner-deceased L.Rs., On 16-2-2009 the petitioner previous counsel not attending the court and not representing the matter steps of adding of L.Rs., are also not taken, this court has no other go except treated as heard on the petitioner side preliminary issues and posted for respondent side. On 2-3-2009 the respondent standing counsel present and left the court saying going to Hyderabad. On 9-3-2009 respondent counsel absent, the preliminary issues if any it will be decided along with main I. D., as petitioner died and no steps taken to add the L.Rs., and also no representation. Posted for arguments. On 16-3-2009 the respondent standing counsel not attended the court even though his cases are posted weekly once at his convenient date and day, but the respondent counsel not attending the court the counsel's desire of attending the court must subserve to the larger interest of administration of justice. Both the counsels without getting ready and not reporting no instructions the best reasons known to them, refused, avoided or neglects to attend and participate and co-operate for arguments without reasons or justifications. This court has no other go except to follow the procedure U/Rule 24 of AP I. D. rules in deciding the case on merits as treated as heard as this is the case of 2006 and it is in the identified list coming nearly 3 years though generally it should be disposed-off within 6 months. Posted for award.

16. **Preliminary Issues:**— In the petition, it has been contended by the petitioner that (1) whether the respondent has not given an opportunity to cross examine the witnesses, (2) whether enquiry proceedings are in English as the petitioner is an illiterate and obtained the thumb impression without explaining the contents. For this respondent standing counsel argument the petitioner was questioned whether the petitioner admitting the charges levelled against him for that petitioner stated as admitted the charges. Further the enquiry proceedings report document No. 3, last para clearly shows the above statement of the petitioner is recorded in his presence and the same is read over and explained to the petitioner in Telugu and he certified that it is true and correct.

17. With regard to issue No. 1 & 2, whether the enquiry proceedings are in English without reading the contents of the enquiry and enquiry report they obtained the thumb marks. For this respondent standing counsel argument as per document No. 3, last para the petitioner affixed thumb marks admitting that the enquiry procedure and the questions and answers have been read over and explained to the petitioner in Telugu which he was fully understood and petitioner has no objection for recording the enquiry proceedings in English. Further on perusal of enquiry proceedings, the petitioner affixed his thumb. On perusal of the record the enquiry conducted by the enquiry officer in accordance with law, there is no illegality or infirmity in the enquiry conducted against the petitioner in the enquiry proceedings and report submitted by the enquiry officer. The petitioner allegations were generally vague, ambiguous, contradictory and unfounded and not even prima facie supported by reliable evidence. The enquiry officer and disciplinary authority both have considered all the facts and circumstances and on the material record of the case and have correctly recorded their findings against the petitioner. I do not find any serious allegations of any infirmity in the order of the respondent. I therefore do not find any substance in the contention of the petitioner counsel as not even single fact was pointed out to base the submission of that finding was perverse.

18. The enquiry officer given all the reasonable opportunities to the petitioner to prove his innocence. Thus, a fair and proper enquiry was conducted. Therefore, the allegations of the petitioner were denied. Further, the respondent standing counsel contended that when the court felt that the findings recorded by the disciplinary authority are shown to be perverse and contrary to the evidence on record then only the court can re-appreciate the evidence led before the disciplinary authority, in the absence of any such violating circumstances, the court has not likely to be interfere with it. I am of the opinion that the domestic

enquiry is held to be perfectly legal and valid. The petitioner did not explain what prejudice has been caused to him. I find that the petitioner was not prejudiced in any way on account of the conducting enquiry as enquiry conducted *ex parte* enquiry. It cannot be said that enquiry was conducted in gross violation of principles of natural justice. It need not be interfere with by this court, so the contention of the petitioner cannot be accepted. In this case the findings concluded by the disciplinary authority and the enquiry conducted against the petitioner were brought on and not violated on any account in addition to the charges levelled against the petitioner was duly proved. It is clear from the above facts and circumstances the enquiry conducted was fair and proper by giving reasonable opportunity to the petitioner. The domestic enquiry conducted by the respondent is proper, valid and in accordance with the principles of natural justice. Hence the issue is decided against the petitioner.

19. Heard the arguments advanced by the learned counsel appearing for respective parties. I have perused the contents of the claim statement and counter allegations together with all other documents filed into the court and material available on record. Both sides arguments treated as heard. The brief facts of the case are as follows as per the claim statement:—

The petitioner was appointed in the year 1987 as Badli filler, the petitioner after working 15 years the health of the petitioner as deteriorated day by day in the year 2002, the petitioner could not work properly and thereupon the petitioner used to remain absent to his duties due to the health grounds. In the year 2002 the petitioner has put in only 69 musters, it indicates that the petitioner is in the habit of absenting from work frequently. It amounts to misconduct under company standing orders No.25.25 which reads as follows. Habitual late attendance or habitual absence from duty without sufficient cause.

20. Being aggrieved by the dismissal order issued by the respondent against the petitioner, the petitioner filed this I.D., U/Sec.2-A(2) of the ID Act, challenging the dismissal order directing the respondent to reinstate the petitioner into service with back wages and other attendant benefits etc., In support of the petitioner, the petitioner workman has filed an affidavit petition, he has narrated all the facts and circumstances that he was forced to file this petition and requested the court to allow this petition as prayed for.

21. On behalf of the petitioner side the claim statement allegations shows the petitioner due to health grounds unable to work. It is not intentional willful on the part of the petitioner. The health of the petitioner deteriorated day by day due to work in the coal mine. Hence, he pray the court to reinstate the petitioner into

service with continuity and other benefits etc., in the interest of justice.

For this, respondent standing counsel counter allegations, the petitioner was appointed as Badli Filler during the year 1987, charge sheet was issued in the year 2003. The petitioner failed to submit the charge sheet explanation to the respondent. The petitioner is habitual absentee, he was absented from duty on a number of days during the year 2003 without prior leave and put up only 69 days of attendance. The respondent issued the charge sheet, the petitioner admitted his guilt, in the domestic enquiry conducted the documents No. 1 to 6 are filed into the court. As per the counter allegations the petitioner failed to submit charge sheet explanation during the enquiry the petitioner admitted that he remained absent unauthorisedly from his duties as stated in the charge sheet due to ill health and family problems. The petitioner admitted his guilt and requested the respondent-management to excuse him and allow him for duty. The petitioner was not submitted any documentary proof regarding his ill health. The petitioner after receipt of the enquiry proceedings failed to submit any representation against the findings of the enquiry report. The petitioner is once such un-authorised absentee having only 69 days attendance in the year 2002 and he was not improved his attendance and work performance even after issuing the charge sheet, he had failed to avail one more opportunity given to him. The petitioner had put in less musters from the year 1997 onwards. As such respondent company was constrained to dismiss the petitioner for his unauthorised absence and chronic absence which is burden to the company.

23. As per the respondents counter allegations para 11 the petitioner after receipt of dismissal order received all his retirement benefits such as FBIS, CMPF and gratuity in the year March, 2005 itself. The petitioner receiving coal mines family pension of Rs.582 per month w.e.f., the year 2003. The petitioner received all his terminal benefits so he is not entitled for reinstatement as died and his claim is not maintainable under law. The petitioner also died in this case no steps were taken to add his L.Rs.,

24. From the above facts and circumstances taken into consideration it is clear that the legal system accepted a doctrine of proportionality is balance sheet test and necessity test. In awarding punishment, the respondent-management shall take into account the gravity of misconduct past record as one of the circumstances and if any of the other extenuating or aggravating circumstances that may exists. The question is whether in the facts and circumstances of this case, this court is justified in invoking and apply the doctrine of proportionality. In my opinion the answer

must be in the negative as the petitioner misconduct should be taken into consideration as the petitioner died in this case no steps adding of LRs, taken and the petitioner also habitual and chronic absentee since the year 1997 onwards and in the year 2003 he got only 69 working days only. This court negatived all the contentions raised by the petitioner counsel and held the enquiry to be inconsonance with the principles of natural justice and supported by evidence. The misconduct habitual unauthorised absence of the petitioner and he has no interest to work in the company. So it would require a severe and stern action in order to prevent the other employees of the management from committing such acts of misconduct. The petitioner not gave the charge sheet explanation and also no reply is given to the remarks on enquiry findings report. The oral evidence is admitted by the petitioner for his un-authorised absence though pleaded for his absence, but the same was not proved. It shows the story alleged by the petitioner is improbable and unbelievable and there is inconsistency not trust worthiness of the petitioner evidence as there is no cogent and reliable and corroborative independent evidence to support the case of the petitioner. This court is entitled to look into the past record of service of the petitioner for the purpose of lesser the punishment in appropriate cases. But in this case though given counseling to the petitioner but there is no improvement and he continuing un-authorised absenteeism. I am of complete agreement with the said proportion. The misconduct is grave serious one it is an aggravated one instead of mitigating circumstances. The petitioner did not gave up his past habits, but continued acts of causing un-authorised absenteeism in attending the duties the company as there is no confidence on this petitioner. The management cannot be tolerated from the peace running of the company would not be disturbed. The disciplinary authority tressed on the bad past record of the petitioner as an aggravating circumstances against the petitioner. Accordingly, he received the retiral benefits that itself shows he has no interest to work in the company now the petitioner died. It is an aggravating circumstance in this case. The evidence of the petitioner also not suitable to defend his case. This court observed that harsh punishment wholly disproportionate the charge should be the criterion for interference. In this case, I have found that the charge established against the petitioner was a serious one. The findings of the respondent that the petitioner has failed to substantiate the pleas by cogent and reliable evidence to prove his innocence and there is no fault on his part, moreover nothing has been shown to me to take a contrary view in this regard. In my opinion the defence plea is created false story having burden of proof lays on the petitioner to prove by relevant evidence for his unauthorised

absent to duty but he failed to do so. For the afore mentioned, I find no infirmity with the order of the respondent which is just and reasoned one. Therefore, the respondent rightly inflicted the penalty of dismissal from service.

25. In this case, this court has specifically held that there is no extenuating circumstances to give a different punishment to the petitioner other than the given punishment of dismissal from service for the misconduct of the petitioner which is a serious and grave misconduct for his un-authorised absence for his duties without sanction of leave and without prior permission from the competent authority, due to which company cannot go on employing the persons who are chronic absentees which is burden to the company. This court has examined the proportionality of punishment and has in effect held that the punishment imposed is not disproportionate to the charge held established. Hence, I see there are no reasons to interfere with the punishment order imposed by the respondent as there are no merits and the petitioner fails and the same is liable to be dismissed for want of merits and accordingly this petition is dismissed.

26. In the result, the I. D. petition is liable to be dismissed and is accordingly dismissed. But in the circumstances, no costs.

Typed to my dictation directly by Typist, corrected and pronounced by me in the open court on this, the 17th day of March, 2009.

M. SHANMUGAM, Chairman-cum-Presiding Officer

I. D. No. 47/2006

APPENDIX OF EVIDENCE

WITNESSES EXAMINED

For Workman :—

-Nil-

For Management :—

-Nil-

EXHIBITS

For Workman :—

-Nil-

For Management :—

-Nil-

नई दिल्ली, 16 अप्रैल, 2009

का.आ.1250.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ़ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/26/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/208/2002-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 16th April, 2009

S.O. 1250.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/26/2003) of the Central Government Industrial Tribunal No. 2, Mumbai now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 15-04-2009.

[No. L-12012/208/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present :— A. A. Lad, Presiding Officer

Reference No. CGIT-2/26 of 2003

Employers in Relation to the Management of Bank of India

The General Manager (P), Bank of India, Mumbai South Zone, BOI Building, M.G. Road, Fort, Mumbai-400023

—First Party

V/s.

Kalyan S. Kukreja, 304, Nandwani Apartment, Near Kanwaram Chowk, Ulhasnagar-421003

Second Party

APPEARANCE

For the Employer : S/Shri Lancy D'Souza, Representative.

For the Workmen : Shri N. R. Sachdev, Advocate

Date of reserving the Award : 3-8-2008

Date of passing the Award : 18-2-2009

AWARD

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. L-12012/208/2002-IR (B-II) dated the 16th April, 2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Management of Bank of India, Mumbai, South Zone, Mumbai, in terminating the services of Shri Kalyan Kukreja *vide* order dated the 7th November, 1994 treating him to have voluntarily retired from service is legal and justified?

If not, what relief the workman, Shri Kalyan Kukreja is entitled to?”

2. Claim statement is filed by the workman at Exhibit 9 making out the case that, he joined the services with the 1st Party on 20-2-1973. Second Party states that, he completed 21 years of services smoothly and no disciplinary action was taken against him except action of his deemed to have voluntarily retired, *vide* 1st Party's letter No. BMZ. IRD: 239132 dated 17-11-1994. 2nd Party states that, he worked sincerely, faithfully and honestly through out the duration of his services.

3. 2nd Party states that, due to his mother's sickness and some other personal difficulties, he was under depression and therefore, he had given a letter dated 8-11-1993 requesting for voluntary retirement with effect from 18-10-1993 with all rights and terminal benefits including pension benefits and sent subsequent reminder dated 8-6-1994. 2nd Party states that, after few months 1st Party replied to his letter dated 6-8-1994 stating that, “Proposed pension Regulation have not come to force” and therefore, 1st Party was unable to consider the request of the 2nd Party. 2nd Party further stated that, due to his personal difficulties and depression he could not understand the meaning of the letter and consequently he remained absent from the duties. 2nd Party further stated that, he was surprised to receive a letter dated 9-8-1994 i.e. exactly after three days of the previous letter informing to him to resume on the duties within 30 days and warning him in failing which he will be deemed to have voluntarily retired from the Bank's services on the expiry of the said notice as per clause 17(a) of the Bipartite Settlement. 2nd Party stated that, the said notice dated 9-8-1994 was served on him or about 23-8-1994 but unfortunately his mother expired on 24-8-1994. 2nd Party states that, his mother was sick for so many months and she was admitted various times at local hospitals at Ulhasnagar i.e. Jeswani Maternity Diabities and Heart Care Centre, Dr. R. M. Mundada's Hospital and at last she was admitted at P.O. Hinduja Hospital, Mumbai and from Hinduja Hospital she was discharged against medical advice as her desire was to live at her home for last days.

4. 2nd Party further stated that, due to his mother's death he could not attend his duties within 30 day's as per the requirement of the 1st Party. 2nd Party submits that, Clause 17(a) under which 2nd Party was of compulsorily retired from services was subsequently deleted by the “Indian Bank Association” due to various Supreme Court judgments though they have not mentioned the reason for deleting the said clause.

5. 2nd Party submits that, due to his beloved mother's death he was very much nervous, upset and was not in a position to understand at that time what should be done and due to his mother's death and family responsibilities and nervousness, he could not attend his duties. 2nd party

submitted that, on 17.11.1994 by letter No.BMZ:IRD:91732 he was informed that, he is ceased to be in services pursuant to the provisions under Bipatrite Settlement.

6. 2nd Party submitted that, he was not given an opportunity to be heard properly and therefore there was gross violation of natural justice and that the procedure adopted while considering such a harsh punishment was not followed and was void ab initio, improper, illegal, malafide and unjustified, so also bad in eyes of law and violating the very principles of natural justice.

7. 2nd Party further submitted that, after receipt of the said letter of Compulsorily Voluntary Retirement, (i.e. deemed to be voluntary retired) he approached Departmental Personnel of 1st Party and Union members. 2nd Party submitted that, personnel of the 1st Party expressed that, nothing can be done at that stage but they also assured him that, he will receive the pension as well as other benefits as per the rules of the Bank. 2nd Party submits that, he also approached the Union leader of the Bank who had informed him that, such type of matters are pending in Supreme Court and Union have already won in various High Courts and Banks have gone into appeal in the Hon'ble Supreme Court and after judgment of the Supreme Court he will be reinstated.

8. 2nd Party further submitted that, as he was afraid and he did not want to create a dispute with the Management, therefore on 24-1-1996 he had applied for pension on prescribed format of the 1st Party and the same was forwarded by Mohamed Ali Road Branch for sending to concerned Department. 2nd Party submits that, surprisingly after 11 months he was informed by 1st Party vide its letter No.MOH:STAFF:SRB:467 dated 26-11-1996 that, he was not eligible for pension.

9. 2nd Party submitted that, after refusal of his pension he contacted Union Leaders and Department of Personnel of 1st Party for several times regarding the said matter but, they shown their inability and he was advised by the Union people not to initiate any legal action and guide him that, same will adversely effect his claim as such type of matters are pending in the Supreme Court and he would definitely get the justice after Supreme Court judgments come.

10. 2nd Party submitted that, after various verbal and written requests he once again sent a letter dated 6-8-2000 requesting for atleast consideration of Pension and quoted the Supreme Court judgment published in Indian Express dated 26th April, 2000 but, 1st Party did not reply to it. 2nd Party further submitted that, at last he sent a notice dated 10th September, 2001 through his Advocate Shri N.R. Sachdev claiming reinstatement and other benefits from retrospective effect but the same was also not replied by 1st Party and 1st Party sent a letter dated 5th January, 2002 replying to the 2nd Party's letter dated 16-8-2000 and 10-11-2000 informing him that, he is not entitled for Pension.

11. 2nd Party submitted that, the 1st Party has not followed the rules of natural justice and all the orders were issued technically by not applying their mind because at the relevant time when 2nd Party received the notice from the 1st Party after one or two days his mother expired and it was not possible for him to attend duties.

12. 2nd Party states that, the delay caused to the 2nd Party be condoned because he was constantly verbally in touch with the 1st Party and the Union persons and by written correspondence and last letter of the 1st party was of 5th January, 2000 in reply to 2nd Party's letter dated 16-8-2000. 2nd Party submit that, decision taken by 1st Party of deemed to be voluntarily retirement is illegal, improper, malafide, arbitrary and against the principles of natural justice and without following due process of law, and it is against the provisions of the Industrial Disputes Act, 1947. So 2nd Party prayed that, said be set aside with a direction to reinstate him with retrospective effect with all the benefits for which he was eligible.

13. This is disputed by 1st Party by filing Written Statement at Exhibit 13 stating and contending that, the dispute has been raised by the 2nd Party after a long and inordinate delay of over seven years hence should be rejected on this ground alone. 1st Party also contended that, no good and sufficient grounds have been shown by the 2nd Party for raising the dispute after a long and inordinate delay.

14. 1st Party contended that, the concerned workmen joined services with 1st Party as Clerk on 20-2-1973 and worked as a Clerk and was posted at its Mohammed Ali Road Branch. 1st Party further contended that, during the tenure of his employment in the said branch he remained absent from duties without permission since 16th August, 1993. It is further contended that, the concerned workman thereafter reported for duties to the Mohammed Ali Road Branch on 15th October, 1993 i.e. after a period of 59 days with a medical certificate dated 1st October, 1993 of Dr. Haree G. Doda certifying that, the concerned workman was suffering from jaundice and was fit to resume duties w.e.f. 2nd October, 1993. 1st Party further contended that, on the same day the 2nd Party workman was advised to report to the Bank's Medical Officer for his medical examination and accordingly he went to its Medical Officer on 18th October, 1993. 1st Party contended that, the said Medical Officer advised 2nd Party workman to undergo some pathological test to determine his fitness or otherwise. 1st Party further contends that, thereafter its Doctor advised the concerned workman to submit his blood report by undergoing pathological tests.

15. 1st Party contended that, however 2nd Party, workman, failed to submit the requisite pathological reports as advised to him by the 1st Party's Doctor and thereafter continued to remain unauthorisedly absent without intimation and/or providing proper reasons. 1st Party further contended that, thereafter 2nd Party addressed a letter

dated 8th November, 1993 the Manager, Mohammed Ali Branch stating that, due to personal reasons he desire to voluntarily retire from 1st Party's services with effect from 18th October, 1993 and also agreed that, the necessary one month's salary may kindly be deducted from his staff salary account.

16. 1st Party further contended that, it vide its letter No. MOH/A&S/VJK/208 dated 13th December, 1993 informed the 2nd Party that, he appeared before the 1st Party's Doctor on 15th October, 1993 for fitness certificate and the said Doctor had advised him to submit blood test report on 18th October, 1993 but till date, 2nd Party did not submit any blood test report to the 1st Party's Doctor and on the other hand 2nd Party submitted a letter dated 8th November, 1993 seeking voluntary retirement. 1st Party further contended that it, informed 2nd Party to appear before its Doctor with blood reports as advised to him by 1st Party's Doctor and 1st Party by its said letter informed 2nd Party about its inability to accept his request made vide his letter dated 8th November, 1993.

17. 1st Party further contended that, 2nd Party failed to respond to its aforesaid letter dated 11th December, 1993 and continued to remain absent without permission of the 1st Party. 1st Party further contended that, its Manager of the Mohammed Ali Road Branch thereafter issued a show cause notice No. MOH/A&S/VKL/30/368 dated 25th January, 1994 calling upon the 2nd Party to show cause as to why the punishment of warning should not be imposed upon him? 1st Party further contended that, 2nd Party failed to reply to the said show cause notice. 1st Party further contended that, the Manager of the Mohammed Ali Road branch vide his letter No. MOH/A&S/VKL/30/521 dated 25th March, 1994 and MOH/A&S/VKL/31/286 dated 6th August, 1994 informed the concerned workman that, they are unable to consider the voluntary retirement letter dated 8th November, 1993 as there was no such provision for Voluntary Retirement of award staff members and also suggested him to report for duties immediately.

18. 1st Party further contended that, however, the 2nd Party choose to remain absent continuously from work without any further intimation, 1st Party was, therefore, left with no other alternative, but to issue a notice for "voluntary cessation of service" vide letter No. BMZ/IRD/(239)/507 dated 9th August, 1994 in terms of Clause 17(a) of the Bipartite Settlement dated 10-4-1989 prevalent at that time. 1st Party further contended that, vide the said notice the concerned workman was informed to report at Personnel Department, Bombay Metropolitan Zone, D.N. Road, Mumbai, not later than thirty days from the receipt of the said notice and submit his explanation for his continued absence satisfying the management that he has no intention to leave 1st Party's service and failing which it will be deemed that, he has voluntarily retired from 1st Party's service and failing which it will be deemed that, he

has voluntarily retired from 1st Party's service on the expiry of the said notice period within the meaning of Clause 17(a) of the Bipartite Settlement dated 10th April, 1989.

19. 1st Party further contended that, inspite of receipt of the aforesaid notice 2nd Party concerned workman did not report to its Personnel Department, Mumbai Metropolitan Zone much less with any satisfactory explanation for his continued absence and also had not sent any written communications before the expiry of the period of thirty days from the date of the receipt of notice.

20. 1st Party further contended that, in spite of several opportunities the concerned workman chose to remain absent and failed to submit any explanation for such absence. 1st Party further contended that, it had, therefore, no alternative but to invoke the order of voluntary cessation of service against the concerned workman vide its letter No. BMZ/IRD/239/732 dated 17th November, 1994. 1st Party further contended that, by the said notice dated 17th November, 1994 2nd Party was informed that, since he failed to report for duty and or give any explanation for continued absence within the aforesaid notice period, which expired on 27th September, 1994 it was therefore deemed that he has voluntarily retired from 1st Party's services with effect from the date of expiry of notice period and he has ceased to be in service, pursuant to and under the provisions of the Bipartite Settlement dated 10th April, 1989.

21. 1st Party further contended that, it is factually correct that, the concerned workman submitted letter dated 8-11-1993 requesting for voluntary retirement with effect from 18th October, 1993 and also sent a subsequent reminder dated 8th June, 1994, but 1st Party denied that, it was aware about his mother's sickness or any other personal difficulties and also about his depression as the same was never informed by the workman even after sending repeated letters by the 1st Party to report for duties with satisfactory explanation. 1st Party further contended that, it vide its letter dated 25th March, 1994 informed 2nd Party, concerned workman, that his application for voluntary retirement cannot be granted as there is no such provision for award staff members and he was directed to report for duties immediately and it informed concerned workman, vide its letter dated 6-8-1994, that proposed Pension Regulations have not come into force and hence it is unable to consider his request for voluntary retirement and it denied that the concerned workman was prevented by any personal difficulties and depression because of which he could not understand the consequences of remaining continuously absent from the duties. 1st Party further contended that the concerned workman was given ample opportunity by repeated reminder letters to report for duties and to its Doctor, but the concerned workman failed to accept any of the opportunities given to him.

22. 1st Party further contended that, since the workman was remaining absent from duties without

permission since 16th August, 1993 and even he failed to provide any satisfactory explanation for remaining continuously absent from the duties, 1st Party was, therefore, left with no other alternative but to issue a Notice of Voluntary Cessation of Service dated 9th August, 1994 advising him to report at Personnel Department not later than 30 days of receipt of the notice and submit explanation for his continuous absence satisfying the Management that, he has no intention of leaving 1st Party's service failing which he will be deemed to have voluntarily retired from 1st Party's service on expiry of the said notice period within the meaning of clause 17(a) of the Bipartite Settlement dated 10-4-1989. 1st Party further contended that, the 2nd Party has admitted having received the said notice on or about 21-8-1994. 1st Party further contended that, it sympathises with the workman on the sad demise of his mother and her sickness such incidents were never informed to it. 1st Party further contended that, in spite of sending 2nd Party letters to report for duty with satisfactory reasons for continued absence, the concerned workman never informed/intimated 1st Party about the alleged sickness of his mother nor any other personal difficulties. 1st Party further contended that, there were no reasons as such which prevented 2nd Party to appear before the Personnel Department of the 1st Party within the stipulated period of thirty days as mentioned in the show-cause notice dated 9th August, 1994.

23. 1st Party further contended that, Clause 17(a) of the Bipartite Settlement dated 10th April, 1989 by the Indian Banks' Association (IBA) due to various Supreme Court judgments on Standing Orders, 1st Party was deleted only at the time of Bipartite Settlement signed between IBA and the Workmen Unions on 27-3-2000 (VIIth Bipartite Settlement). It is further contended by the 1st Party that, the Supreme Court has in fact upheld the provisions of Clause 17(a) of the Bipartite Settlement in the case between Syndicate Bank and the General Secretary, Syndicate Bank Staff Association & Others published in 2000 (2) LLN page 942 as such 2nd Party cannot challenge the validity of the said provisions at this stage since on the day of passing the order dated 17th November, 1994 against the concerned workman the said clause was applicable.

24. It is further contended by the 1st Party that, the reasons submitted by the 2nd Party cannot be the ground for continuously remaining absent from duties since 16th August, 1993 till the order dated 17th November, 1994 passed against the concerned workman on voluntary cessation of service. It is further contended by the 1st Party that, in spite of sending repeated reminders to report for duty, the concerned workman did not join, nor did he submit any explanation for remaining continuously absent, 1st Party was therefore justified in discontinuing the services of the concerned workman. It is further contended by the 1st Party that, since the concerned workman was absenting on medical grounds Bank had advised him to

report to Bank's medical officer for medical examination but the concerned workman did not do so and comply with the instructions of the Bank's Medical officer though he was repeatedly advised by the 1st party to report for duties immediately, however the concerned workman failed to report for duties till 16-11-1994.

25. It is further contended by the 1st Party that, the concerned workman is not entitled to any pension as he was deemed to have "voluntarily retired" from the services of the 1st Party. It is further contended by the 1st Party that, there is no provision for 'Voluntary Retirement' of the award staff members and persons who have 'deemed to have voluntarily retired' from the 1st Party - Bank under clause 17(a) of the Bi-partite Settlement for continued absence for more than 90 days are not entitled for pension under the Pension Regulations, 1995. It is contended by the 1st Party that, if there is any claim for pension by the workman the same can be raised before an appropriate authority.

26. It is further contended by the 1st Party that~ the letters dated 16th August, 2000 and 10th November, 2000 pertains to the same issue as to the concerned workman is entitled for pensionary benefits, 1st Party contends that it replied to the said letters vide its letter dated 5-1-2002 wherein 1st Party informed the concerned workman that, he is not entitled for pensionary benefits under VOI (Employees) Pension Regulation 1995 since he was deemed to have voluntarily retired from 1st Party's services w.e.f. 27-9-1994 vide order of Voluntary Cessation of Service dated 7th November, 1994.

27. It is further contended by the 1st Party that, the notice dated 10th September, 2001 sent by the concerned workman was a narration of the earlier events about the reasons for the continued absence of the workman and also about his claim for pension benefits hence it was not required to entrain any further correspondence of the concerned workman on the same issue.

28. It is further contended by the 1st Party that, it complied with the rules of natural justice and denied that, the orders were issued technically without application of mind and that, the concerned workman received the notice after the death of his mother. It is contended by the 1st Party that, the dispute is raised after seven years hence should be refuted on this ground alone and no good and/or sufficient grounds have been shown for the delay in raising the dispute. It is further contended by the 1st Party that, its action is legal and justified and the concerned workman is not entitled for any of the reliefs as prayed for and the reference be rejected.

29. 2nd Party filed rejoinder, to written statement of 1st Party, at Exhibit 20 repeating the same story as stated in the statement of Claim and denying the contentions raised by 1st Party.

30. In view of the above pleadings Issues were framed at Exhibit 21 which I answer as under :

ISSUE

FINDINGS

1. Whether the action of the 1st Party in treating Workman Shri Kalyan Kukreja voluntarily retired from service with effect from 7-11-1994 is legal and justified? Yes
2. What relief workman Kalyan Kukreja is entitled to get? No Relief.
3. What order? As per Order below.

REASONS:

ISSUES Nos. 1 & 2 :

31. The concerned workman made out the case that, he joined first Party on 20-2-1997. He completed 21 years of service with the 1st Party. He contends that, without following proper procedure disciplinary action was taken and treated as 'deemed voluntarily retired' by letter dated 17-11-1994.

32. According to 2nd Party his mother was sick. Besides that he was facing several personal difficulties by which he came under depression and therefore by letter dated 8-11-1993 he requested 1st Party to allow him to take "voluntary retirement" with effect from 18-10-1993. He also sent reminder dated 8th June, 1994. He states that, after few months, first Party Bank by letter dated 6-8-1994 informed him that, his request to "retire him voluntarily" with benefits of Pension cannot be accepted. He contends that, due to his depression and personal difficulties he could not understand the meaning of reply of the Bank and the consequences that he remained absent from the duty. Then by letter dated 9-10-1994 he was informed by the Bank that, his request to treat him "voluntarily retired" cannot be considered and he was asked to report on duty within 30 days. However, as he lost his mother on 24th August, 1994 and due to that shock, did not report on duty as asked by the Bank within 30 days from the date of the receipt of the said notice dated 9-8-1994. He states that, due to death of his beloved mother, he became very nervous and was not in a position to understand the move of the Bank. Thereafter Bank by letter dated 17-11-1994 informed him that, he ceased to be in service of the Bank as per the provisions of Bipartite Settlement. According to 2nd Party no opportunity was given to him while retiring, and no procedure was adopted by the Bank. So it is his case that, the decision taken by the Bank treating him as "voluntarily retired" be quashed and set aside and request to direct 1st Party to reinstate him with retrospective effect with consequential benefits.

33. This is disputed by the 1st Party making out the case that, the concerned workman remained absent unauthorisedly without permission. He remained absent and thereby abandoned the job. Besides he has raised dispute after about 7 years which require to be rejected. No reason is given by him as to why he is raising dispute after about 7 years of long and inordinate delay. It is stated that, the 2nd Party joined 1st Party with

effect from 20-2-1973. Then he remained absent from 16-8-1993. When he reported for his duties on 15-10-1993 i.e. after a period of 59 days he was asked to bring medical fitness certificate from the Doctor of the Bank. Initially he produced certificate of Dr. Haree G. Doda who certified that, the concerned workman was suffering from jaundice. So Bank asked him to bring the certificate from Doctor on the panel of the Bank. However, he failed to bring such a report and satisfy the Bank about the reason of his absenteeism. When he approached Doctor on the Panel of the Bank Doctor asked him to submit blood report on 15-10-1993 but he till this moment does not submit any report and instead of that, he gave application of VRS dated 8-11-1993. Since 2nd Party failed to respond, the letter of the Bank dated 11-12-1993, and continued to remain absent without permission of the Bank, Bank issued show-cause notice, dated 25th January, 1994 calling upon him to show cause, as to why punishment of warning should not be imposed upon him. Even to that notice he did not reply anything. So the Bank by letter dated 25th March, 1994 and 6-8-1994 informed the concerned workman that, they cannot consider the request of the concerned workman regarding his voluntary retirement made by him vide his letter dated 8-11-1993 informing that there was no such provision for VRS and he was asked to report on duty immediately. However, he did not report and remained absent continuously. Since he did not report to the Personnel Department of the Bank he was treated as not interested in the employment. It is contended by the 1st Party that sufficient opportunity was given to the concerned workman to explain his absence and report on duty but he did not do it so, Bank by letter dated 17-11-1994 informed him that, he is voluntarily retired from Bank's services. It is contended that, if he had any grievance about Pension he can approach appropriate Authority for Pension but cannot claim any relief under Industrial Disputes Act, 1947, 1st Party denied that, due to death of his mother and depression he could not understand the consequences of his continuously remaining absence and as a result of that he remained absent. No explanation is given by the concerned workmen why he raised dispute after 7 years?

34. To prove that, 2nd Party examined himself by filing his affidavit at Exhibit 24 in lieu of examination in chief repeating the same thing which he stated in the Statement of claim and denied the contentions raised by the 1st Party, In the cross he states that he worked as a Clerk with 1st Party. He admits that, he was absent from duty from 16th August, 1993 till 15th October, 1993. He admits that, he was asked to report to the Medical Officer of the Bank for examination. He admits that, Medical officer of the Bank advised him to attend Pathological tests. He admits that, he did not attend the said Pathological tests. He admits that, he remained absent from 18-10-1993 onwards. He admits that, he did not report thereafter till Bank gave him letter dated 7-11-1994. He admits that Bank gave him notice of

voluntarily recession of service dated 9-8-1994. He admits that, by said notice Bank sought explanation about his absenteeism and asked him to report on duty. He admits that neither he submitted any explanation that charge nor he reported for duty as instructed by the Bank. He admits that by letter dated 7-11-1994 he was treated to have been 'deemed voluntarily retired'. He admits letters produced at Sr. No.6 of Exhibit 23, Sr. No.5 of Exhibit 23 and Sl. Nos.1 to 4 with Exhibit 23. He admits that, he has not submitted documents to substantiate his case during that period. On that, 2nd Party closed his evidence and filed closing purshis at Exhibit 25.

35. Against that, 1st Party did not led any evidence and filed closing purshis at Exhibit 26.

36. Written arguments are filed by 2nd Party at Exhibit 27. Reply to it is filed by 1st Party by filing written arguments at Exhibit 28 with list of citations.

37. Here admittedly 2nd Party did not speak about the delay. Admittedly dispute is raised after seven years. Admittedly he was absent without intimation. Admittedly he has not explained reason of absenteeism. Admittedly 2nd Party received number of correspondence from the Bank asking him to report on duty as well as asking him to appear before the Medical Officer of the Bank. Admittedly concerned workman neither appeared before the Medical Officer nor appeared for pathological tests and submitted any document to substantiate his case of sickness or reason behind his absenteeism. Even he has not intimated the Bank about the death of his mother and no evidence regarding depression which he had undergone as a result of death of his mother. Besides concerned workman remained absent continuously and when he has not reported anything to the Bank then the question arises why he should be considered after such a long period of seven years from the date of the action taken by the Bank? No explanation is given by the concerned workman about the delay caused in presenting the dispute. Even he has not given any explanation as to why he did not report to the Bank about his reason of absenteeism and about the death of his mother or about his sickness. On all these things he is silent. When he admits that, he was invited by the Bank to explain on all these things, in my considered view, the prayer of the concerned workman to treat decision of the 1st Party treating him as 'deemed voluntarily retired' does not require to interfere.

38. The birth date of the concerned workman is 16th September, 1948. By this time he may have attained the age of 60 years which may be the age of more than the age of superannuation. Hence, on all these reasons the question of considering the prayer of the concerned workman for reinstatement does not arise.

39. The other prayer of the concerned workman that, the decision of the 1st Party treating him as 'Voluntarily Retired' by letter dated 7-11-1994 does not

require to be declared as illegal and unjustified since admittedly, number of opportunities were given to the concerned workman. Admittedly he was asked to report on duty within 30 days. Admittedly he did not report on duty nor gave any intimation or produced any document to justify his absenteeism. Even he has not made out the case that, he has reason to remain absent and has reason to stay away from the employment of the 1st Party. Even he is unable to justify about his absenteeism. Even he did not made any correspondence with the Bank as mentioned and informed about the reason of absenteeism.

40. To justify action 1st Party's Advocate referred to number of citations viz. :

(i) Citation published in 2000 Lab. I. C. page 2326 where Apex Court in the case of Syndicate Bank vs General Secretary, Syndicate Bank Staff Association & anr. observed that, absenteeism from duty in the service of the Bank on which Bank took decision to treat concerned workman voluntarily retired and treated it as legal one.

(ii) Citation published in 2001 Lab. I. C. page 301 where Apex Court in the case of Punjab & Sind Bank & ors. Vs Sakattar Singh, observed that when Bank employee unauthorisedly remain absent for a period exceeding permitted time and if the decision is taken of termination by Bank it is just and proper.

(iii) Citation published in 199 Lab. I. C. page 1659 of our Hon'ble High Court in the case of Vernon Lobo v/s. Himalaya Drug Company & anr. where our Hon'ble High Court observed that, 'non-examination of Doctor who issued medical certificate before Tribunal' - No evidentiary value can be attached to such medical certificate.

(iv) Citation published in 2000 (2) L.L.N. page 21 where Apex Court in the case of Nedungadi Bank Ltd. vs K. P. Madhavankutty and ors. observed that, if limitation comes in the way of subject-matter of the reference and there is a delay in raising the dispute though no time limit is prescribed require to consider by the Court while considering the demand made in the belated claim.

41. If we consider all this coupled with the case made out by both I am of the considered view that, prayer prayed by the concerned workman to treat his voluntarily retirement from Bank's service as illegal does not require to consider. So I answer these issues to that effect and passes the following order:

ORDER

Reference is rejected with no order as to its costs.

Bombay,

A. A. LAD, Presiding Officer

18th February, 2009

नई दिल्ली, 16 अप्रैल, 2009

का.आ. 1251.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 18/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-4-2009 को प्राप्त हुआ था।

[सं. एल-12011/1/2008-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 16th April, 2009

S.O. 1251.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2008) of the Central Government Industrial Tribunal, Chennai now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 15-4-2009.

[No. L-12011/1/2008-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Thursday, the 26th March, 2009

Present: A.N. JANARDANAN

Presiding Officer, Industrial Dispute No. 18/2008

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their Workman].

BETWEEN

The General Secretary,
Indian Bank Employees' Union,
No.6, Moore Street,
Mannady Corner,
Chennai-1

—I Party/Petitioner

Versus

The General Manager (H&M)
Indian Bank,
Head Office, 31 Rajaji Salai,
Chennai-1

—II Party Management

APPEARANCES

For the Petitioner : Sri K.J. Arunachalam,
Vice-President, IBEU

For the management : M/s T.S. Gopalan & Co.

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12011/1/2008-IR(B-II), dated 10-3-2008 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is:

"Whether the action of the management of Indian Bank in imposing the penalty of bringing down to lower stage in the scale of pay by one stage for two years with cumulative effect on Sri R. Vijayaraghavan is legal and justified? If not to what relief the concerned workman is entitled to?"

2. Taking the reference on file as ID No.18/2008, notice by RPAD were issued to both sides. Both the parties entered appearance, at the outset and thereafter, when the case stood for filing claim statement and further steps from time to time. Later on the petitioner did not turn up and he was called absent and set ex parte. No claim statement had also been filed by the petitioner.

3. The Respondent filed a memo of objection in the form of an affidavit swearing to the following effect:

While Sri Vijayaraghavan was working as Clerk/Shroff in Kurinchipadi branch of the Respondent/Bank, he availed leave travel concession and he was sanctioned privilege leave for 11 days from 03.05.2004 to 13.05.2004. He on 27.05.2004 submitted bills in Form "B" for Rs. 11,064,- with a declaration that his wife and two sons were also party to the journey and that he travelled from Pondicherry to Chennai Central by taxi and from there to Mantralayam by train and back to Chennai Central from where they travelled again to Vellankanni, Thanjavur, Rameshwaram, Kanniyakumari, Madurai, Trichy and returned back to Pondicherry. Doubting the genuineness of the bills, the question was got investigated by Mr. P. Bhaskar, Manager in whose report dated 24.01.2006 it is stated that the wife of the petitioner working in Regional Office of IOB was on leave only for the period from 04.05.2004 to 09.05.2004 and she resumed office on 11.05.2004 and the details of the petitioner that he was on tour till 13.05.2004 is false and the bills and vouchers were fabricated. The said discovery of the information resulted in the issue of a show-cause notice dated 18.07.2006 which was replied on 23.08.2006 by the petitioner admitting the guilt under Clause-12(e) of the Bipartite Settlement, who as well pleaded for a lesser punishment than dismissal/discharge. Then again under clause-6 of the Settlement, a show cause notice dated 04-11-2006 was issued to the petitioner proposing punishment of bringing down to lower stage in the scale of pay by one stage for two years with cumulative effect. The petitioner in his personal enquiry prayed for cancellation of the punishment. Taking into account the gravity of the misconduct, the proposed punishment was imposed on 20-10-2006. The appeal preferred was dismissed on

25-12-2006 by the Appellate Authority. The petitioner having admitted his guilt under Clause 12(e), the invocation of Clause-6 of Bipartite Settlement is justified and the petitioner is not entitled to have his punishment set aside. The petitioner being an employee of public sector financial institution have to be men of integrity and honesty and there is no scope of misplaced sympathy on him who indulged in misconduct of making false pecuniary claims advancing fabricated bills.

The points for consideration are :—

- (i) Whether the penalty of bringing down to lower stage in the scale of pay by one stage for 2 years with cumulative effect imposed on the petitioner by the Management is legal and justified?
- (ii) If not to what relief the petitioner is entitled?

Point No. 1

4. In this case though pursuant to notice, both sides entered appearance, at the outset the conduct of the petitioner/workman has been one of persistently absents to appear before this Tribunal on the various dates to which this case stood posted from time to time. The petitioner did not opt to come on as an effective party to contest his case by filing a written claim statement. He was therefore called absent and set *ex parte*. There is no pleading nor any proof in support of the reference in his favour. On the other hand, the Respondent contested the reference by filing a memo of objection in the form of an affidavit in which is found mentioned a set of facts upon which the petitioner admittedly a Clerk of the Kurinchipadi branch of the Respondent/Bank was reduced in rank by imposing penalty of bringing down to lower stage in the scale of pay by one stage for 2 years with cumulative effect after having initiated due enquiry proceedings including domestic enquiry conducted against him in due process of law and in accordance with the principles of natural justice. (i) The Respondent also filed 7 documents such as copy of Form "B" submitted by the petitioner claiming travelling allowance, (ii) Investigation Report dated 24-01-2006 by P. Bhaskar, Manager, (iii) Charge sheet dated 18-07-2006 issued to the petitioner, (iv) Reply dated 23-08-2006 given by the petitioner admitting the guilt, (v) Second show cause notice dated 04-11-2006 issued to the petitioner, (vi) punishment order dated 20-11-2006 issued to the petitioner and, (vii) Order of the Appellate Authority dated 09-01-2007.

5. The evidence let in by the Respondent by way of sworn affidavit coupled with the copies of the documents led into the enquiry proceedings including the orders of the Disciplinary Authority punishing the petitioner and confirming the same by the Appellate Authority do not stand controverted by the petitioner who is set *ex parte*. In this reference brought about at the instance of the petitioner,

the burden to prove that the action of the Management is not legal or justified, if actually it be so, is on the petitioner but by shunning to be before this Tribunal to file his pleadings and let in evidence, he has missed that opportunity. That, *per se*, is not a ground to readily give a verdict against him. This Tribunal is still endowed with duty to verify the records or documents as far as it can accede to them and to find out whether there is a case still in favour of the petitioner notwithstanding his absence before this forum to moot his case or canvass for his contentions.

6. Having anxiously gone through the materials on record particularly in relation to the enquiry proceedings though its source is from the Respondent/Management, the same being related to the enquiry regarding the misconduct alleged against the petitioner culminating in the impugned punishment on the petitioner, I am not to hesitate to hold that it is after a due and proper enquiry commenced and concluded duly and properly and in accordance with the principles of natural justice that the petitioner was proceeded against by awarding the questioned punishment by the Management of the Respondent/Bank. The same is therefore only to be found as justified and legal and thus not calling for any interference at the instance of this Tribunal. Therefore, the finding of the Enquiry Officer is only to be upheld and I do so. Though this Tribunal is of the view that the quantum of punishment awarded is a little bit on the higher side since it lacks jurisdictional competency to interfere with the quantum of punishment, the same is left intact.

Point No. 2

7. In the light of above findings, I hold that the petitioner/workman is not entitled to any relief.

8. Thus the reference is answered as above.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 26th March, 2009)

A. N. JANARDANAN, Presiding Officer

नई दिल्ली, 16 अप्रैल, 2009

का.आ. 1252.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. I धनबाद के पंचाट (संदर्भ संख्या 114/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-4-2009 को प्राप्त हुआ था।

[सं. एल-12011/139/2002-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 16th April, 2009

S.O. 1252.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 114/2002) of the Central Government Industrial Tribunal No. 1, Dhanbad now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 15-04-2009.

[No. L-12011/139/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10 (1) (d) of the I.D. Act.

Reference No. 114 of 2002.

Parties: Employers in relation to the management of
Punjab & Sind Bank, Bareilly, U.P.

And

Their workman

Present : Shri H.M. Singh, Presiding Officer

APPEARANCES

For the Employers/Bank : Shri R.N. Chowdhary,
Advocate

For the Workman /Union : Shri B. Prasad, Authorised
Representative.

State: Bihar Industry : Bank.

Dated, the 17th February, 2009

AWARD

By Order No. L-12011/139/2002-IR (B-II) dated 12-10-2002 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the domestic enquiry conducted by the management of Punjab & Sind Bank, Bareilly, U.P. in the case of Shri Amod Kumar, Clerk-cum-Cashier was free from bias and the punishment ordered thereafter of compulsory retirement from services of the Bank was justified and legal? If not, what relief the workman is entitled?"

2. The concerned workman has filed written statement stating that the reference has been made in two parts : (i) whether the domestic enquiry conducted by the management of Punjab & Sind Bank, Bareilly, U.P. against the concerned workman was free from bias, and (ii) whether the punishment ordered by the management of Punjab & Sind Bank relating to compulsory retirement on the basis of domestic enquiry was legal and justified?

In case the punishment of compulsory retirement from the service of Bank imposed upon the concerned workman is held to be unjustified and illegal on the basis of

the domestic enquiry proceedings, the quantum of relief to which the workman is entitled to, is the subject matter of adjudication by the Hon'ble Tribunal.

It has been stated that the concerned workman was appointed as a clerk in the year 1982 and after appointment he served at Meerut Regional Office, Hingki Agra and Rampur Branches of the bank falling in U.P. and also worked at Shahjahanpur Branch (U.P.) during the period 1986 to 7th February, 1996. He was transferred to Praser Road, Patna Branch where he joined on 9-2-1996 and while he was working at Praser Road, Patna Branch, he was suspended *vide* order dated 16-6-1998 of Zonal Manager, Punjab & Sind Bank, Lucknow. The concerned workman was neither issued any show cause notice nor any charge-sheet prior to suspension and after a period of about two months he was issued charge-sheet dated 8-9-98 which contained certain unfounded allegations. After issuance of charge-sheet, the management decided to hold domestic enquiry proceedings and for that purpose, Sri A.S. Mukker, a senior officer working at Zonal Office, Bareilly, was appointed as Enquiry Officer and Sri R.P. Serpal, Staff Officer as Presenting Officer. Some other officials of the Bank working at Shahjahanpur Branch were also issued charge-sheet which contained some identical charges which were enumerated in the charge-sheet issued against the workman. The Enquiry Officer, A.S. Mukkar held domestic enquiry on different dates and submitted his report before the Disciplinary Authority and through his findings the Enquiry Officer held some of the charges were not proved. During the course of enquiry proceedings, the then Manager of Shahjahanpur Branch was examined and failed to identify some of the handwritings of the concerned workman. During the course of enquiry proceeding the concerned workman submitted through his written statement of defence that there were two daily rated workers viz. Anil Kumar and Binok Kumar, who were indulged in fraudulent activities and alleged they were removed from their services. The Disciplinary Authority instead of passing his final order notified for holding re-enquiry and appointed another Enquiry Officer, Sri R.S. Parmar, a Senior Officer of Vigilance Department working at H.O., New Delhi. After receiving the communication for holding re-enquiry the concerned workman protested against the action of the Disciplinary Authority. The service condition of the workman was governed under Bipartite Settlement and there is no provision in the settlement empowering the Disciplinary Authority to hold re-enquiry after the Enquiry Officer submitted his findings before him. In utter disregard to the provisions of the Bipartite Settlement, the new Enquiry assumed his office and directed the workman to appear before him on the appointed date fixed for the purpose of holding domestic enquiry proceedings. On 29-12-2000 a protest letter was submitted before the Enquiry Officer at Bareilly but no speaking order was passed by him. After 29-12-2000 the Enquiry Officer fixed another date 18-5-2001 and 19-5-2001 for holding enquiry at Bareilly in which both

the workman and his defence representative participated. The Enquiry Officer in a most arbitrary manner treated all the documents submitted by the presenting officer as Exhibits ignoring the provisions of law. The Enquiry Officer did not pass any speaking order on the demand of the defence representative for submission of detailed statement of recoveries. He also did not supply a copy of the enquiry proceedings dated 18-5-2001 and 19-5-2001 to the defence representative on the date of proceedings. The Enquiry Officer made some addition in the proceeding with some ulterior motive after signing of the proceedings. During the course of domestic enquiry no witness could be produced by the presenting officer in support of the charges on 18-5-99. A view of the submissions made by the presenting officer for prosecution witnesses, the Enquiry proceedings were adjourned on 18-5-2001 for 19-5-2001. When the presenting officer failed to produce any witness in support of the charges, the Enquiry Officer did not conclude but closed the domestic enquiry proceedings. The Enquiry Officer without supplying a copy of the enquiry proceedings dated 18-5-2001 and 19-5-2001 to the defence representative, submitted his enquiry report holding the concerned workman guilty of the charges levelled against him. After submission of the enquiry report, the workman represented to the Disciplinary Authority against the biasness of the Enquiry Officer while conducting the enquiry but to no effect. The sponsoring Union also took up the matter with the management on a number of occasions but to no avail. Seeing no scope of redressal of the grievances, an industrial dispute was raised before the Asstt. Labour Commissioner (C), Patna, but the conciliation ended in failure and the failure report was sent to the Ministry of Labour and thereafter the Government of India, Ministry of Labour referred the dispute for adjudication to the Hon'ble Tribunal. The action of the management of Punjab & Sind Bank while imposing the punishment of compulsory retirement from the service of the Bank on the concerned workman vide order dated 13-3-2002 and made effective from 1-4-2002 is neither legal nor justified. It has been prayed that the order dated 13-3-2002 of the management be held illegal and unjustified and the concerned workman be reinstated in service of the Bank w.e.f. 1-4-2002 with full back wages.

3. Written statement has been filed on behalf of the management stating therein that the concerned workman was working at Shahjahanpur Branch, U.P. during 1986 to 7-2-1996 and was transferred to Patna Branch where he joined on 9-2-1996. He was placed under suspension vide order dated 16-6-1998 by the Disciplinary Authority at Lucknow. The misconduct committed by the workman concerning the Branch at Shahjahanpur while he was working there. The Disciplinary Authority was situated. The records relating to his case and personal files were maintained within the territory of Lucknow, U.P. The substantial actions and disciplinary action have taken place within U.P. The enquiry proceedings too was held at Barailly. Hence, the Hon'ble Tribunal has no territorial

jurisdiction to entertain and adjudicate the alleged industrial dispute. Hence, the claim is liable to be rejected and reference is liable to be answered accordingly. It has also been stated that the alleged industrial dispute can not be adjudicated as the claim being misconceived. The suspension of the workman is legal, valid and justified, as the workman had committed misconduct of serious nature. He was placed under suspension vide order dated 16-6-1998 and he was issued charge-sheet dated 8-9-1998 for having committed misconducts mentioned therein, which has been proved in the departmental enquiry. The charges levelled against the concerned workman are nothing to do with the allegations levelled against others. The charges are different depending on the positions and responsibilities of the employees concerned. As Head Cashier the concerned workman committed the misconducts which are different from others. Shri A.S. Mukar, Enquiry Officer submitted his report dated 29-9-99 holding that the concerned workman was guilty of all misconducts except two allegations, namely, No. 2 and 6. Considering the evidence on record, the Enquiry Officer held that the concerned workman committed misconducts and hence the allegations that the management's witness failed to identify the handwriting is misconceived. The misconducts were proved on the basis of undisputed documents. The workman did not object to the authenticity of the documents MEX-1 to Exts. MEX-20. The concerned workman submitted his statement of defence, MEX-5, dated 18-5-2001 and therein he admitted that in respect of cheque for Rs. 10,000/- belonged to M/s. O.K. Traders, he made the payment of. It is therefore clear that the charge that the workman made payment in respect of cheque No. 652508 for Rs. 10,000 on 7-6-93 without having been passed by the officer concerned. This he did by entering the cheque for payment in the Token Book by putting his own signature. It has further been admitted by the workman that he prepared a dummy voucher for Rs. 20,000 and made the payment to Kunwer Singh. The only excuse advanced by the workman in respect of above admissions was that he did it on the verbal instructions of the Manager. Since these allegations have been admitted by the workman in his defence statement dated 18-5-2001 it is his duty to prove that he released the payment on the instructions of the Manager, but he failed to discharge the burden of proving his excuse/explanation. It is settled law of the Supreme Court in the case of Orissa Mining Corporation that the burden of proving the charges is always not on the employer, it would shift depending on the reply/explanation given by delinquent. The workman has not discharged the burden of proving his excuse for having released the payments and hence to that extent the statements of workman are admissions and the charges are even otherwise stood proved by his own admissions. The allegations with regard to daily rated workman, Anil Kumar and Binod Kumar are wrong and denied and they were no way concerned with the charges levelled against the concerned workman. It has also been submitted that the Disciplinary Authority had passed order dated 16-5-2000 ordering de-novo enquiry. The workman made representation dated 29-12-2000

regarding re-enquiry/de-nova enquiry. The reply to this representation was given vide dated 6-2-2001. The workman participated in the enquiry headed by R.S.Parmar along with his defence representative. The action of ordering de-nova enquiry is legal and valid. The allegations that there is no provision in the Bi-partite settlement to order de-nova enquiry is misconceived. It is general law that the Disciplinary Authority can always order for denova enquiry and there was nothing illegal in it. In any event, there was no prejudice caused by ordering de-nova enquiry. On behalf of the workman, the union wrote only one representation dated 29-12-2000 and this was replied vide letter dated 6-2-2001. It has been stated that the concerned workman did not question the authenticity of the documents. The charges were proved on the basis of documents. In the statements of defence dated 18-5-2001 itself the workman admit some of the allegation. The findings of Enquiry Officer are based on documentary evidence. The misconducts have been proved on the basis of evidence. It is not necessary that oral evidence is always to be led. Undisputed documents itself are sufficient proof. The strict rules of evidence are not applicable to departmental enquiry. Likewise the standard of proof in the enquiry is not that of what is required in other field of legal proceedings. The workman stated on 19-5-2001 that no further evidence would be produced by the defence except the document DEX-5. It was open to the parties to submit written briefs after conclusion of enquiry proceedings. The written brief of presenting officer was sent to the workman vide letter dated 6-7-2001. The workman did not submit his written brief. In any event, no prejudice has caused to the workman in this regard. It is submitted that the enquiry held against the workman is legal, and valid. Reasonable opportunity to defend was given to the workman, as is evident from the records of the enquiry. The allegations of bias levelled against the Enquiry Officer are devoid of any merit and truth. The workman has made vague and unspecific allegations of bias in the claim by way of an afterthought. No such allegations was made by the workman in the enquiry. The workman was defended by the union leader, Shri B.Prasad, General Secretary of the Union who is well conversant with enquiry proceedings. The allegations of closed mind and pre-determined are vague and even otherwise are baseless and denied. The allegations are repetitive and have already been replied to. These allegations are frivolous, untenable and have been made by way of afterthought. The strict Rules of evidence are not applicable in departmental enquiry. The findings of the Enquiry Officer are based on evidence including the statement of defence dated 18-5-2001 wherein the workman has also admitted the two charges. The enquiry report of the Enquiry Officer was furnished to the workman. The workman gave his comments on the enquiry report vide his comments dated 14-8-2001. After considering the comments of the workman, he was given show-cause dated 10-1-2002 by the Disciplinary Authority. After considering the reply to show-cause the punishment of compulsory retirement was proposed. Personal hearing on proposed

punishment was also given to the workman. After giving reasonable opportunity and complying with the principles of natural justice, the order of punishment dated 13-3-2002 was passed by the Disciplinary Authority. The workman preferred an appeal dated 2-3-2002 which was considered by the Appellate Authority and the same was rejected vide order dated 10-8-2002, which is legal and valid. It has been prayed that the Hon'ble Tribunal may be pleased to pass an award holding that the punishment order dated 13-3-2002 and order of the Appellate Authority dated 10-8-2002 are legal and valid and the concerned workman is not entitled to any relief.

4. Rejoinder to the written statement of the management has been filed by the concerned workman stating the same things.

5. The concerned workman has produced Amod Kumar (WW-1). The management has produced MW-1—H.R. Gupta. Documents have been marked on behalf of the workman, Exts.W-1 to W-22 and the management have filed documents which have been marked Exts.M-1 to M-30.

6. The learned counsel of the management argued that the concerned workman when he was working at Sahjahanpur branch he had committed serious nature of acts of omission and commission by which acts he defrauded with the bank and also embezzled the funds of the Bank and when these facts came to the knowledge of the authorities he was suspended vide order dated 16-6-98 and a show cause was also issued to him vide letter dated 22-6-2008 mentioning therein the irregularities/lapses committed by him at Branch office, Shahjahanpur as Head Cashier and was advised to show cause within ten days from the date of receipt of the show cause notice. But he failed to reply the said show cause and accordingly the workman was charged for acts of gross misconduct under Clause 19.5 (j) vide letter dated 8-9-1998 and a departmental enquiry was initiated against the workman and in order to give an opportunity to him to defend himself and complying with principle of natural justice and also in accordance with the procedure laid down in the Bipartite Settlement. Sri A.S.Mukkar and Shri R.P.Sarpal were appointed as Enquiry Officer and Presenting Officer respectively. A Defence Assistant was also provided to the workman or his choice, namely, Sri B. Prasad, a permanent Union Leader of the Bank's Employees Federation.

It is mentioned here that the allegations levelled against the workman vide charge-sheet dated 8-9-1998 which are as under :

"1. On 7.6.93 you made the payment of cheque No. 652508 for Rs.10,000.00 related to CA No. 843 of M.s. O.K.Traders which was not passed for payment by any officer. You have entered the cheque for payment in the Token Book and released it from Token Book by putting your signature. The cheque No. 652508 was not debited in CA No. 843. Hence, you deliberately made the payment of cheque No. 652508 of Rs. 10,000.00 on 7-6-93 with malafide

intention as no balance was available in CA No. 843 on 7-6-93 to honour the said cheque.

2. On 30-4-94 a Twice credit of Rs. 35,000.00 has been given in CA No. 887 of M/s. Jasbir Service Station. Whereas on 30.4.94 only one entry of cash receipt voucher in cash scroll Book. The second entry of Rs. 36,000.00 has been entered and released by you in the concerned ledger. Between both the entry, one entry of Rs. 27,000.00 has been entered and released by you. Thus you have given excess credit of Rs.35,000.00 in the said account unauthorisedly.

3. On 9.11.93 you made /put a wrong C.S. in CA No. 937 of M/s Harish Aneja & Brothers by incesasing the balance to Rs.38,000.00.

It was also authenticated by you. Thus you deliberately accommodated to said party by making false C.B. in the account.

4. On 10-6-91 you made a credit entry of Rs.8000.00 in CA No.940 of Shri Anil Kumar Singh and also released the entry from ledger, while no such voucher relating the entry was on that day. Thus you deliberately given a credit of Rs. 8000.00 for accommodating the party.

5. On 10-4-95 you made a payment of Rs.20,000.00 on the basis of debit voucher prepared by you without debit authorisation by the Account Holder i.e. M/s. Joyti Trading having CA No.1079. It was also entered by you in the Token Book by inscribing false cheque No. 782506 and payee's name in the Token Book of Kunwar Singh. The party's account was not debited and it was also not approved by any officer for the payment. As such you fraudulently taken the payments yourself and intentionally cheated the Bank.

6. On 5-4-94 you credited a voucher of Rs.50,000.00 in CA No. 937 of Harish Aneja & Others and it was also released by you whereas no such voucher was on that date. Thus you given excess credit of Rs. 50,000.00 Only two voucher of Rs. 50,000.00 (Credit) relating to above account were on 5.4.94. You credit and released Third entry of Rs. 50,000.00 on 5.4.94 without any voucher.

Your aforesaid acts constitutes gross misconduct in terms of Clause 19.5 (j) of Bipartite Settlement."

After conducting departmental enquiry Shri A.S.Mukkar submitted his enquiry report dated 29-9-99 according to which the allegations levelled at Charge Nos.1,3,4 and 5 were proved.

It is worth mentioning here that all the charges relate with financial irregularities/lapses and committed with an intention to embezzel the bank's Fund and further the workman has acted in gross negligent manner to prejudice to the interest of the Bank. As per enquiry report dated 29-9-99, the misconduct under clause 19.5 (j) of the Bipartite Settlement was proved. It is further submitted that the workman can be punished on proof of any one of the single charge thereof.

The copy of the enquiry report dated 29-9-99 was supplied to the workman for his comment. The Disciplinary

Authority after going through the enquiry records, enquiry report and comments of the workman, and considering the workman's statement found that there were various factors invalidating the said enquiry.

Hence, to remove the infirmities caused in course of departmental enquiry and to give a fresh opportunity to the workman to defend himself from the charges, a fresh enquiry was ordered and Shri R.S. Parmar was appointed as Enquiry Officer vide letter dated 16-5-2000 with an information to the workman. The workman with his defence counsel Shri B.Prasad participated in the enquiry. The workman after availing all opportunities to defend himself in the principle of natural justice, when he failed to get favourable decision in his favour has raised frivolous objection with regard to 2nd enquiry and also regarding appointment of Shri R.S.Parmar as Enquiry Officer, which was suitably replied by the authorities vide letter dated 6-2-2001. The workman has also raised an industrial dispute on 27-8-2001 after submission of enquiry report and also submission of representation dated 4-8-2001 against findings of enquiry report. All these facts clearly show the ulterior motive/intention of the workman who choose to challenge the 2nd enquiry in a belated stage participating in the said enquiry. All the documents as mentioned above are on records. It has also been argued that the charges levelled against the concerned workman have been proved by documentary evidence which were produced before the enquiry Officer and Shri R.S.Parmar, Enquiry Officer, after considering all facts and circumstances and also the statement made by the workman and the documents produced by the presenting officer and workman i.e. MEX No1 to20 and DEX No1 to5 submitted his enquiry report dated 23-7-2001. The workman has been given opportunity to make his comment on the finding of the enquiry report. After considering the comment dated 4-8-2001 of the workman, the Disciplinary Authority gave a show-cause notice to the workman on 10-12-2002. Under the show-cause the submission of the workman was considered by the Disciplinary Authority and punishment of compulsory retirement was proposed. After giving reasonable opportunity and complying with the principles of natural justice, the Disciplinary Authority passed order of punishment of compulsory retirement on 13-3-2002. The workman preferred an appeal dated 3-4-2002 which was duly considered by the Appellate Authority and the same was rejected vide order dated 10-8-2002. It has been argued that the misconduct committed by the concerned workman is fully based on documents and Hon'ble Supreme Court has held in number of cases that a departmental proceeding is not a criminal trial. The standered proof required is that of preponderance of probablity and not proof beyond reasonable doubt, meaning thereby that strict Rules of evidence are not applicable to departmental enquiry. Hence, the order of compulsory retirement is legal and valid. It is wrong that the concerned workman be treated to others daily- rated workman, Anil Kumar and Binod Kumar and also Madhu Sharan, officer and Tirath Singh, Clerk is in no

way concerned with the charges levelled against the concerned workman.

7. The learned counsel of the workman argued that the Tribunal has to examine two points- (i) Whether the domestic enquiry suffered from biasness 7 and (ii) Whether the punishment of compulsory retirement was justified and legal ?

In the case the biasness of domestic enquiry is established and also in case the punishment of compulsory retirement is held to be unjustified and illegal, the quantum of relief to which the workman is entitled to is to be determined by the Hon'ble Tribunal.

The concerned workman joined in the Bank in the year 1982 and worked at Shahjahanpur Branch of the bank during the period 1986 to February, 1996, as clerk-cum-cashier. He was transferred to Fraser Road, Patna branch during the year 1996. During the period of his working, the workman was neither issued any explanation letter nor any show cause against his alleged misconduct. It has been argued while working at Fraser Road Patna Branch, the workman was placed under suspension vide order dated 16-6-98 (Ext. M-4). The workman was issued show cause notice dated 22-6-1998 (Ext. M-2). After receiving the show cause notice, the workman represented to the management vide letter dated 24-7-96 for supply of copies of documents and permission to go to Shahjahanpur Branch for inspection of documents. He was neither supplied any document nor was allowed to go to Shahjahanpur Branch for inspection of documents. In the mean time the workman was served a charge-sheet dated 8-9-1998 and the Disciplinary Authority made appointment of Enquiry Officer and Presanting Officer vide order dated 8-10-98 (Ext. M-6). Again the workman wrote to the management on 9-10-98 through Fax and a letter dated 16-10-98 for supply of documents and permission to go to Shahjahanpur Branch for inspection of documents (Ext. M-7). He was neither supplied copy of documents nor allowed for going to Shahjahanpur Branch for inspection of documents. This compelled the workman not to submit reply to the charge-sheet. It has been submitted that the Enquiry Officer conducted the enquiry and submitted his report to the Zonal Manager, Bareilly as Disciplinary Authority. No any communication in this regard was made to the workman regarding change in the office of Disciplinary Authority. The power of appointment of Disciplinary Authority is vested on the Chief Executive Officer of the Bank who is the Chariman & Managing Director of the Bank. The workman submitted his comments on the findings of the Enquiry Officer. During the period of enquiry, the then Manager of Shahjanpur branch, Sri Gurudas Singh had deposed as MW-2 and had submitted that some of the initials were not of the workman. He had also submitted that there were two daily-rated peons, Anil Kumar and Binod Kumar who were involved in fraudulent activities for which they had been removed. It has been submitted that the Enquiry Officer has submitted his finding on 29-9-99 to the Disciplinary Authority and the Disciplinary Authority instead of passing the final order on the basis of enquiry report, ordered for re-enquiry vide order dated 16-5-2000 (Ext. M-16). The workman protested the decision of holding

re-enquiry which was against the provisions of Bipertite Settlement. The workman also represented to the Zonal Manager and the Chairman for revocation of Suspension but no reply was received by the workman. It has been submitted that while the Enquiry Officer was working at H.O. Vigilance Deptt, a change in the officer of Enquiry was demanded during the course of enquiry on 29-12-2000 (Ext. M-22). The petition could not be disposed off by the Enquiry Officer and the Zonal Manager (Disciplinary Authority) Bareilly had informed vide letter dated 6-1-2001 (Ext. M-23) to the workman that there was apparent inconsistency between the statement of witnesses and the documents, hence re-enquiry had been ordered. The workman had been levelled charges under Cl. 19.5(j) of the Bipartite Settlement which reads as—

"Doing any act prejudicial to the interest of the Bank or gross negligence or negligence involving or likely to involve the bank in serious loss."

During second enquiry, no witness could be produced by the presenting Officer to support the charges as contained in the charge-sheet. Documents were filed but no body appeared suggesting the fact that those documents were in the handwriting of the workman. No witness either an officer of the Bank or any customer could say that the action of the workman was prejudicial to the interest of the bank or due to his negligence, the bank suffered loss. Accordingly, the charges remained without any foundation and the alleged misconduct against the workman could not be established. The Enquiry Officer had given time on 18-5-2001 to the Presenting Officer for presenting witness on 19-5-2001 and as the presenting officer failed to produce any witness, the enquiry was closed not concluded. Closure means no case of the management as the burden of proof lies on the prosecution and not on the defence. It has been argued that seeing no scope of redressal of grievances, an industrial dispute was raised by the sponsoring Union on behalf of the concerned workman, before the Asstt. Labour Commissioner (C), Patna vide letter dated 27-8-2001 (Ext. W-18). The A.L.C. (C) had issued notice on 27-8-01 to both the parties and had drawn the attention of the management towards the provisions of Section 33 of the I.D. Act. The management in utter disregard to the provisions of Section 33 of the I.D. Act passed the final order on 12-3-2002 imposing the punishment of "Compulsory Retirement from the service of the Bank" After the dispute was referred before the Hon'ble Tribunal, the management unilaterally paid the amount of P.F., Gratuity to the workman and recovered the loan amount from that amount despite protest made by the workman requesting the management not to do that during pendency of the dispute (Ext. W-21, W-20 and W-22).

The management has filed 30 documents. There was no witness to support the relevance of documents. There was no witness to tell on the basis of documents that the workman caused loss to the Bank. There was no witness to tell that due to negligence of the workman, the Bank suffered loss. The management failed to produce even the enquiry officer, R.S. Parmar who could have deposed that the enquiry was free from bias. The management failed to

produce even the Disciplinary Authority or a duly competent authorised officer who could have deposed that the order of punishment of compulsory retirement was legal and justified. Even there was no witness to support the averment of the management in their written statement-cum-rejoinder. Accordingly, the written statement-cum-rejoinder of the management could not be supported by any oral evidence. The deposition of Sri H.R. Gupta MW-1 was of no relevance. However, in the cross-examination MW-1 admitted that there was no provision of re-enquiry in the Bipartite Settlement which governs the service conditions of workman of Banking Industry.

The workman has filed 22 documents which were also marked as Exts. W-1 to W-22. Those documents were supported through witness WW-1. The workman, Anod Kumar was examined at length on 14-10-2008. He deposed that other two persons Sardar Tirath Singh, clerk and Madhu Sharan, officer of Punjab & Sind Bank had been issued charge-sheet and show-cause on the identical charges as appearing in his charge-sheet. They were exonerated. He further submitted that there were two daily rated Peons, viz, Anil Kumar and Binod Kumar who were involved in fraudulent activities. They were removed from the services of the Bank. He (WW-1) submitted that the charges levelled against him were not correct. The representative of the management sought adjournment on 14-10-2008 and requested for cross-examination of WW-1 on 15-10-2008 and on that date he preferred not to cross-examine the workman and accordingly the workman was discharged on 15-10-2008. The management's representative did not even try to controvert the issues raised by WW-1. It shows that these assertions presumed to be correct.

Regarding biasness of the enquiry it has been argued that the management has failed to issue show-cause notice/explanation letter to the workman thereby giving him an opportunity to explain his position before being placed under suspension, and the management failed to supply copies of the documents to the workman after placing him under suspension, issuance of show cause notices and issuance of chargesheet. This violated the principles of natural justice. The management failed to hold domestic enquiry at Shahjahanpur branch- the place of occurrence and also did not hold enquiry at Patna as requested by the workman repeatedly owing to financial hardship for meeting the travelling expenses of his defence representative. The enquiry was regularly held in the office of the zonal Manager, Bareilly. Non-payment of subsistence allowance to the workman during suspension period. Not disposing off representations of the workman for revocation of suspension. Decision to hold re-enquiry against service condition for removing in consistencies of witnesses. No new facts for holding re-enquiry could be brought by the management. After submission of findings by Enquiry Officer, A.S. Mukar on 29-9-99 no final order was passed on the basis of findings, and decision to hold re-enquiry after seven and half months on 16-5-2000 without obtaining opinion of handwriting expert. The Enquiry Officer violated Rules of Evidences and principles of natural justice and he

also failed to dispute off objection petition regarding his appointment. Closure of enquiry for want of witnesses, non conclusion of domestic enquiry proceedings but submission of findings holding charges to be proved. It supports the case of perversity of findings. The Disciplinary Authority and Enquiry Officer both failed to discharge the duties of quasi-judicial authorities.

Regarding second point of reference on illegality and unjustification of order of compulsory retirement—The management violated the provisions of Section 33 of the Industrial Disputes Act, 1947 as the order of compulsory retirement was passed during pendency of conciliation proceedings before the Asstt. Labour Commissioner (Central) Patna. The management violated the provision as contained in clause 19 of the Bipartite Settlement which governs the service conditions of the workman of Banking Industry. No provision of the settlement provides for holding re-enquiry after submission of findings by the first Enquiry Officer appointed for the purpose. The management violated Ar. 14 (Right to equality) of the Indian Constitution and resorted to discrimination while exonerating Sri Madhu Sharan and Sri Tirath Singh of the same branch despite having identical charges and punishing the workman in a most unjustified manner. It has been argued that the Zonal Manager, Lucknow was the Disciplinary Authority and not the Zonal Manager, Bareilly. In case of change a notification must have been issued by the Chief Executive Officer of the Bank or by the Alternate Officer duly authorised for the purpose. No notice to that effect was brought to the notice of the workman. The management overlooked the provision of clause 19, 14 of the Bipartite Settlement. Accordingly unauthorised person passed the final order imposing the punishment of compulsory retirement.

Main argument advanced on behalf of the workman that the order of compulsory retirement on the basis of Settlement of 1995 was passed although the misconduct was of 1993-1994, 1995 and prior to the settlement of 1995, there was no provision for imposing the punishment of compulsory retirement. The settlement of 1995 had no retrospective effect. In this respect the order imposing punishment passed by the management without any rule and law because when there was no provision in Bipartite Settlement before 1995 the misconduct committed by the workman of 1993, 1994, 1995 cannot be the ground of compulsory retirement.

The concerned workman argued that as per Disciplinary Action and Procedure- Chapter XIX and Rule 19.4 which reads as below :

"19.4- If after steps have been taken to prosecute an employee or go get him prosecuted, for an offence, he is not put on trial within a year of the commission of the offence, the management may then deal with him as if he had committed an act of 'gross misconduct' or of 'minor misconduct', as defined below: Provided that if the authority which was to start prosecution proceedings refuses to do so or come to the conclusion that there is no case for prosecution it shall be open to the management to proceed

against the employee under the provisions set out below in Clauses 19.11 and 19.12 intra relating to discharge, but he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full wages and allowances and to all other privileges for such period in the event of the management deciding, after enquiry, not to continue him in service, he shall be liable only for termination with three months' pay and allowances in lieu of notice as provided in Clause 19.3 supra. If within the pendency of the proceedings thus instituted he is put on trial such proceedings shall be stayed pending the completion of the trial, after which the provisions mentioned in Clause 19.3 above shall apply."

This rule shows that when there is matter before any legal authority then the enquiry should be postponed or stayed, but this has not been done by the management which also violates Bipartite Settlement.

8. The management's witness MW-1-H.R. Gupta stated in cross-examination that- "I don't remember any witness on behalf of the management to prove charges has been prodeced. It only shows that without any witness the management has presumed that the charge has been proved and compulsory retirement was proposed. It shows violation of principle of natural justice and also violation of rules. MW-1 also stated in cross-examination that "I have got no knowledge that S. Makkar was appointed and enquiry against the concerned workman before this enquiry." It only shows biased act of the management when enquiry was ordered by the management and found not favour of the management, re-enquiry was ordered which shows biased act of the management.

Again Sri H.R. Gupta (MW-1) stated at page 2 that Charge-sheet was issued by Zonal Manager, Lucknow and final order was passed by the Zonal Manager, Bareilly. It only shows that the Disciplinary Authority was changed without any notice to the concerned workman and without any proper authority. The power of appointment of Disciplinary Authority is vested in the Chief Executive Officer of the Bank who is the Chairman-cum-Managing Director of the Bank. This witness also admitted in page 2 that it is correct that the enquiry was closed 19-5-2001 on the ground of non-production of management's witness. It shows that no witness was produced by the management to presume to be proved to this is very dictorial attitude adopted by the management. He has also stated that there was no list of witnesses of the management in which his name was mentioned as witness. He has also stated that it is fact that documents were exhibited on my saying though no witness was examined. It only shows that the documents were exhibited without any proof and the final order was passed by the Disciplinary Authority.

MW-1 stated at page 2 that on 29-12-2000 on behalf of the workman regarding DEX-4 was recorded in the proceedings that enquiry officer be changed. It shows and supports the contention of the representative of the workman that the Enquiry Officer was prejudiced and Enquiry Officer should be changed, but it was not done by the management.

It has also been admitted by MW-1 that the Zonal Manager Lucknow by letter dated 8-10-1996 on the capacity of Disciplinary Authority appointed Shri A.S. Mukkar as Enquiry Officer Sri R.P. Sarpat as Presenting Officer and the Enquiry Officer submitted his report on 29-9-99 to the Disciplinary Authority. It only shows that after submission of enquiry report, the second enquiry by the second person as Disciplinary Authority, Zonal Manager, Bareilly has got no power to order without his legal appointment.

MW-1 in cross-examination at page 3 has stated that the service condition of the workman of Banking Industry is governed by Bipartite Settlement and disciplinary action in Clause 19 provides and I have not read any provision in Bipartite Settlement for the re-enquiry. I do not know there is any provision for compulsory retirement before 1995. It only shows that there is no provision in Bipartite Settlement for re-enquiry and also there is no provision of compulsory retirement before 1995 Bipartite Settlement. It only shows the act of the management is quite gross misuse of power doing illegal and against rules to victimise the concerned workman for which they had no power at the relevant time even for re-enquiry or for compulsory retirement. When Rule was not in existence before 1995 for compulsory retirement that cannot be done by the management.

9. The learned representative of the workman argued that the concerned workman was not served with enquiry report. It has been argued by the management that the concerned workman was issued enquiry report. In this respect document filed on behalf of the management Ext. W-15 shows that when final order had been passed by Zonal Manager as Disciplinary Authority, Bareilly it has been stated Sri B. R. Gupta, Presenting Officer and R.S. Parmar as Enquiry Officer submitted the report vide letter dated 23-7-2001, and the same was sent to Amod Kumar. It shows that by letter dated 23-7-2001 as per Ext. M-18 it shows that the enquiry report has been submitted by Sri R.S. Parwar, Enquiry Officer to Sri I. S. Tutaja, Zonal Manager Bareilly and not to the concerned workman. It shows that the management has not given the enquiry report and proceedings to the concerned workman and the law laid down by Hon'ble Supreme Court in the case 1991 (SC) Current Labour Report Page 61 has not been followed. Another ruling has been cited by the representative of the workman reported in 2006 LLR 326 in which Hon'ble Supreme Court laid down—

"ENQUIRY-Validity of - Non - supply of certain document will not be fatal-Order of removal from service-Respondent was employed driver on a bus which met with an accident causing death of 15 passengers and injuries to many others - In departmental enquiry. Enquiry Officer on basis of report of District Magistrate and depositions made before him concluded that Respondent due to his rash and negligent driving caused the accident-Criminal case had ended in acquittal- Disciplinary Authority, relying

on report of Enquiry Officer, passed an order of dismissal of respondent from service—Single Judge, in writ jurisdiction, set aside dismissal on a finding—copy of report of enquiry officer and documents were not supplied to respondent for his comments—Judge directed disciplinary authority to supply those copies and to reach fresh conclusion—Respondent filed appeal and Division Bench held that in absence of copies supplied, disciplinary proceedings were liable to be quashed and directed for reinstatement of respondent with back wages—Appeal—Whether copies of documents relied on by Enquiry Officer and disciplinary Authority must be served on respondent before passing order of removal? Yes—whether non-supply of documents would vitiate departmental proceeding in its entirety and direction for reinstatement should be passed? No.

DISCIPLINARY AUTHORITY or Inquiry Officer are not Courts—Strict procedure that are to be followed in Courts may not be strictly adhered to."

It shows that the management has not supplied enquiry report to the concerned workman. The learned representative of the management argued that the workman has given his comments on enquiry report vide letter dated 4-8-2001. This letter does not show that enquiry report had been given to the concerned workman which is must as per law laid down by Supreme Court. It does not show that any letter has been sent by R.S. Parmar alongwith enquiry report on 23-7-2001 on which comment has been made by the concerned workman on 4-8-2001 (Ext. W-15). Moreover, as per Ext. W-19 application has been moved by the concerned workman to the Appellate Authority on 27-7-2002. It only shows that the enquiry report has not been given to the concerned workman.

10. Another argument advanced on behalf of the concerned workman that an authority lower than appointing authority cannot pass any decision in the matter of disciplinary action. In this respect learned representative of the workman referred 1997 (3) LLN 82 in which the Hon'ble Supreme Court laid down that an authority lower than the appointing authority cannot pass any decision in the matter of disciplinary action. There is no evidence that Zonal Manager, Bareilly was appointing authority of the concerned workman who has passed final order regarding compulsory retirement of the concerned workman. Another argument advanced on behalf of the concerned workman that natural justice has not been followed because he had moved application for change of Enquiry Officer, but it has not been done. In this respect he has referred 1962 (7) FLR-1963 (II) LLJ-452-AIR 1963 SC 709 in which Hon'ble Supreme Court laid down that regarding disciplinary enquiry principles of natural justice must be observed. In this respect the demand was made by the concerned workman for change of Enquiry Officer but no action was taken and no order was passed by Enquiry Officer or Disciplinary Authority. It shows that requirement of natural justice has been violated.

Learned representative also argued that no evidence has been produced for re-enquiry even then the Enquiry Officer has found the concerned workman guilty. It shows non-application of mind. In this respect Civil Appeal No. 4692 (NL) of 1984 dated 8-5-1985—Anil vs. Labour Court referred on which Hon'ble Supreme Court laid down that order of termination of service based on proceeding disclosing non-application of mind is unsustainable.

11. Regarding wages the learned representative of the workman referred Civil Appeal No. 238 of 1959 (M. L. Bose and Co. Private Ltd., Calcutta vs. Its Employees) decided on 28-3-1960 in which Hon'ble Supreme Court laid down regarding directing reinstatement no reason to deprive workman of their full wages from date of award.

12. In the present case the management had directed re-enquiry, though previously which was conducted by Sri A. S. Mukkar, as per Ext. W-5 shows he was unable to recognise the management's witness to state that it was the concerned workman's handwriting and specifically stated that he could not ascertain handwriting by any exhibit. There is no other document which has been produced by the presenting officer in the re-enquiry because MW-1-N. R. Gupta stated—"I do not remember any witness on behalf of the management to prove charges has been produced." He has also admitted that it is correct that the enquiry was closed on 19-5-2001 on the ground of non-production of management's witness. How the charge has been proved by next Enquiry Officer, R.S. Parmar, is in no way tenable.

13. There is no evidence that the Bank has suffered any loss and the concerned workman has gained by doing any act. Moreover, when two Class-IV employees who were involved in fraudulent activities for which they were removed from the Bank. So it shows that the charge on which basis the concerned workman has been compulsorily retired has not been proved beyond reasonable doubt because it requires handwriting expert's opinion so that it may be proved that the concerned workman has done in his handwriting by passing cheques and entered in the register.

In view of the discussions made above, I come to the conclusion that the order of compulsory retirement passed by the Disciplinary Authority vide final order dated 13-3-2002 is not justified, hence the concerned workman is entitled to be reinstated in service with full back wages with all consequential benefits.

14. Accordingly, I render the following award—The domestic enquiry conducted by the management of Punjab & Sind Bank, Bareilly, U.P. in the case of Shri Amod Kumar, Clerk-Cum-Cashier, was not free from bias and the punishment ordered thereafter of compulsory retirement from service of the Bank was neither justified nor legal. Hence, the concerned workman is entitled to be reinstated in service with full back wages and all consequential benefits. The management is directed to implement the award within 30 days from the date of publication of the award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 16 अप्रैल, 2009

का.आ. 1253.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में लेबर कोर्ट कोल्हापुर के पंचाट संदर्भ संख्या () को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-4-2009 को प्राप्त हुआ था।

[सं. एल-40012/277/2002-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 16th April, 2009

S.O. 1253.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court Kolhapur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Department of Posts and their workman, which was received by the Central Government on 16-04-2009.

[No. L-40012/277/2002-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

IN THE SECOND LABOUR COURT AT KOLHAPUR

**CORAM: SHRIG. B. PATIL, PRESIDING OFFICER,
SECOND LABOUR COURT, KOLHAPUR**

Reference (IDA) No. 18/2003

BETWEEN

The Superintendent of Post Office,
Department of Post,
Kolhapur.

.....First Party

And

Shri Hemant S. Sankpal,
R/at-BG 52/49, Daulat Nagar,
District Kolhapur.

.....Second Party

Shri A. M. Peerzade, Advocate for First Party
Shri V. G. Sangoram, Advocate for Second Party.

AWARD

(Date 6-03-2009)

1. The Ministry of Labour, Government of India, New Delhi has referred this reference for adjudication of the Industrial Disputes between the first party employer and second party workman in terms whether action of

Department of Posts i.e. first party in terminating the service of second party workman w.e.f. 9-9-2001 is legal and justified.

2. The facts in brief statement of claim are as under.

3. The second party was in employment of the first party as an outsider i.e. delivery postman since November 1994 till 9-9-2001 on daily wages. He worked at Rajarampuri Post Office continuously without any legitimate interruption. He discharged his duties sincerely, honesty, efficiently and his service record is unblemished. From 9-9-2001 all of sudden the service was orally terminated and he was not allowed to join the duty. He approached the first party and made requests and to furnish written order for his termination but no attention was paid.

4. The second party is a workman as defined in the Industrial Disputes Act. The first party is an Industry under the said Act. The nature of the duty of him are purely as a workman. He required to do normal work of delivering letters door to door and other duties of postman. The first party terminated service orally which is void abinitio and also in utter disregards of the principles of natural justice. No notice, notice pay nor compensation was paid. Thus high handed action of first party amounts to an unfair labour practice and is in breach of Section 25 F and 25 G of ID Act.

5. After termination second party immediately issued legal notice on 13-10-2001 and raised Industrial Disputes U/s 2A and made the demand in writing on 23-11-2001. The said demand is of Ravindra Talekar, whose service are illegally terminated on 9-9-2001 while he was serving as an outsider i.e. delivery postman at Rajarampuri sub post office, be reinstated with continuity of service and full back wages from 9-9-2001 under intimation to GLO (Central), Vakharbhag, Sangli and Assistant Commissioner of Labour, (Central), Shankar Sheth Road, Pune (Swargate).

6. Thus upon this Govt. of India, Ministry of Labour, New Delhi, vide their reference No. L-400/2002 IR (DU) dt. 24-03-2003 have issued direction for adjudication of Industrial Disputes under time bound program of disposal of case within three months from its final award from the date of filing. The service was terminated with undue haste without issuing any written order. Therefore, he prayed for his reinstatement in service on original post with continuity of service and back wages.

7. The first party filed the written statement vide Exh. C-10 and denied the averments in the statement of claim. The reference is false. It is not tenable. This Court has no jurisdiction. The first party department is not Industry.

8. The contents in Para No. 1 to some extent are correct, but it is wrong to say that he worked at Rajarampuri post office without any legitimate interruption and

continuously. It is true that second party was working from time to time with first party on daily wages. He was working on temporary/ad-hoc basis for the tenure whenever regular employed postman used to be on leave or unable to attend the work. The second party was neither employed on clear or vacant post nor he was employed by following due process.

9. The contents in Para No. 3 are totally wrong and misconceived. It is submitted that second party in service on daily wages only for the periods whenever regular employed postman used to be on leave or unable to attend the office. It is wrong that service of the second party has been terminated. The question of terminating service of second party does not arise at all. He was worked whenever work was available and whenever he was attending the office for availing such work whenever available.

10. The second party cannot be termed as a workman as contemplated under Industrial Disputes Act. It is wrong to say that first party is an Industry. Therefore, this Court has no jurisdiction. The second party is not entitled for reinstatement with continuity of service with full back wages. It is wrong that service was terminated not in good faith but in the colourable exercise of the employers right. The rest of the averments in the statement of claim are specifically denied. Therefore, reference be dismissed.

11. My learned Predecessor framed the issues vide Exh. O-14.

I answer the same for the reasons recorded below :

Issues	Findings
1. Whether reference is maintainable?	Yes
2. Whether first party is an 'Industry'?	Yes
3. Whether termination of service of second party is illegal?	Yes
4. Whether second party is entitled for reinstatement with back wages as prayed for?	Yes
5. What award?	As per final order.

12. Evidence

The second party Hemant Shyamrao Sankpal filed his evidence affidavit vide Exh. U-22. He produced information regarding vacant post of the postman, inspection report along with the statement of days of duty performed by second party, legal notice and copy of the reply and certificate below list Exh. U-27. The first party examined its witness Appasaheb Basappa Kodda vide Exh. C-25. The first party produced chart of number of days worked by the second party. The application to show actual days for which wage drawn to second party vide Exh. C-18.

13. Cases Referred :—The second party relied upon the following ruling.

"Ramasaamuz Narsingh Upadhyaya V/s. Vnubhai M.Mitra and Ors."

"1982-(44)-F.L.R., page-406"

"R.M. Yellatti V/s. The Asstt. Executive Engineer"

"2005-III-C.L.R. page-1028"

"Rajendra Sripat Ahire V/s. R.V. Tukdeo, Presiding Officer, Labour Court, Nasik & Ors."

"1996-I-C.L.R. page-166"

"Commissioner, Tiruvallur Municipality, Tiruvallur V/s. Presiding Officer, First Additional Labour Court, Chennai & Ors."

"2002-(2)-LLN, page-311"

"Ram Sahay Patel V/s. Madhya Pradesh Pollution Control Board, Bhopal and others."

"2003 (2) LLN, page-155"

"Sachiv, Krishi Upaj Mandi Samity, Anjad (Barwani) V/s. Aditya Son of Shri Baijnath Shukla"

"2003-LLN, page 156"

"Sarabai Chemicals V/s. Suhas N. Pandya"

"1975-II-LLJ, page-75"

"Moti Ceramic Industries V/s. Jivuben Rupabhai"

"2000-I-C.L.R., page-156"

REASONS

14. Issue No. 1&2:—My. Learned Predecessor by the Award dated 1-7-2006 decided the present issue No. 1 and 2 and hold that first party is an Industry and present reference is maintainable. The issues are already decided. Therefore, need not be answered at present.

15. Issue No. 3:—I have gone through the aforesaid oral and documentary evidence. Heard arguments of learned counsel for both the parties. I have also gone through the written arguments submitted by second party vide Exh. U-32 and ruling cited by him.

16. The claim of the second party and his evidence in short is that he was under employment of first party as a postman from November 1994 to 9-9-2001 on daily wages. He discharged the duties sincerely, continuously and his service record is unblemished. The first party all of sudden on 9-9-2001 orally terminated his service for no reason. The said termination is illegal and it is in violation of provision of Section 25F of Industrial Disputes Act.

17. The first party by denying the said claim contended that second party never appointed on any clear or vacant post nor he was employed by following due process. He was working only on daily wages. There are interruption in his service. the second party never completed 240 days of service in a year. Therefore, he is not a workman. Hence he is not entitled for any relief. The reference is liable to be dismissed.

18. From the oral and documentary evidence on record as referred to above and in view of the principle laid down in the ruling cited by second party I find that first party without any reason and in breach of provision of section 25 F of I.D. Act terminated the service of second party and the said termination is not legal. The second party with the help of his own oral evidence and with the help of documents i.e., to say inspection report, with statement of number of working days succeeded to show that he worked with the first party from the year 1994 till the day of his termination. There is nothing in cross examination of second party to disbelieve his evidence.

19. On the other hand, the first party examined its witness by name Appasaheb Basappa Kodda and in cross examination this witness admitted that from 1994 to 2001 he was not working at Kolhapur. I find that the evidence of this witness is not much helpful to the first party to establish defence. The first party produced two charts one is vide Exh. C-24 and another is vide Exh. C-18. In order to show the working days of the second party who actually worked with it during the period 1994 to 2001. The number of days mentioned in both the charts are different. The first party is not able to prove that which chart is correct one and reliable.

20. The counsel for second party with permission of this court took the inspection of the record of the first party and he submitted his report vide Exh. U-17. He took the inspection of pay bills for the period June, 1994 to September, 2001 and noted days of the duty performed by the second party. The said statement shows that second party worked with the first party from the year 1994 to 2001 for the different days and said statement also shows the second party in the year 1995 worked for the period 250 days. The first party with the help of evidence on record is not rebutted this evidence. So there is no reason to disbelieve the inspection report along with the statement of number of working days. The said evidence leads to the conclusion that second party continuously worked with the first party and thereby fulfil the requirement of section 25B of the I.D. Act and hence acquired status of permanent employee.

21. The second party also produced the information regarding vacant posts of the first party at Kolhapur and other places of the relevant time. This document shows that posts were available with the first party on the date of termination of service. Therefore, contention of the first party that due to non-availability of work service of the second party was terminated is not acceptable. The first party issued certificate in favour of the second party for

their satisfactory service and said certificate ultimately supports the claim of the second party. So in short the oral testimony of the second party along with the inspection report and statement of number of working days and certificate issued by the first party department proves his claim.

22. The evidence of witness of first party is found hearsay evidence. The chart produced by him are inconclusive. It means that first party is not able to establish the defence version. Therefore, when second party satisfied the condition U/s. 25 B of the I.D. Act, his termination by first party is illegal for non compliance of provision of section 25 F of the said Act and therefore, termination is required to be set aside. Accordingly for all these reasons and on the basis of principle laid down in the aforesaid ruling. I held that the termination of the service of second party is illegal. So I answer this issue in affirmative.

23. Issue No. 4 :—

The second party prayed for his reinstatement in service with back wages. In view of the findings given to the aforesaid issues, it is clear that first party is an industry and first party illegally terminated the service of second party. The first party failed to prove that second party was under employment purely on temporary basis on daily wages, but as per the evidence on record, it is undisputed fact that second party worked with the first party as a postman in the leave vacancy of other employees. The interruption in service was effected by first party from time to time and said interruption is artificial and it has no any adverse effect on the claim of the second party. Therefore, I held that second party is entitled for reinstatement in service, and also entitled for the back wages because first party is not able to prove that second party from the day of termination of his service gainfully employed elsewhere. Hence I answer this issue in affirmative and pass the following order :

ORDER

1. The reference is allowed.
2. The first party is directed to reinstate the second party on his original post with continuity of service and do pay back wages to him.
3. Award accordingly.
4. Inform to the Central Government.

Place: Kolhapur G. B. PATIL, Presiding Officer
Date: 6-03-2009

नई दिल्ली, 16 अप्रैल, 2009

का.आ. 1254.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में लेबर कोर्ट, कोल्हापुर के

पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-4-2009 को प्राप्त हुआ था।

[सं. एल-40012/276/2002-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 16th April, 2009

S.O. 1254.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Kolhapur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Department of Posts and their workman, which was received by the Central Government on 16-04-2009.

[No. L-40012/276/2002-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

IN THE SECOND LABOUR COURT AT KOLHAPUR

**CORAM: SHRIG. B. PATIL, PRESIDING OFFICER,
SECOND LABOUR COURT KOLHAPUR**

Reference (IDA) No. 19/2003

BETWEEN

The Superintendent of Post Office,
Department of Post,
Kolhapur.

.....First Party

And

Shri Ravindra S. Talekar,
R/at-House No. 135-E, Kadamwadi,
Kolhapur.

.....Second Party

Shri A. M. Peerzade, Advocate for First Party
Shri V. G. Sangoram, Advocate for Second Party.

AWARD

(Date 6-03-2009)

1. The Ministry of Labour, Government of India, New Delhi has referred this reference for adjudication of the Industrial Disputes between the first party employer and second party workman in terms whether action of Department of Posts i.e. first party in terminating the service of second party workman w.e.f. 9-9-2001 is legal and justified.

2. The facts in brief statement of claim are as under.

3. The second party was in employment of the first party as an outsider i.e. delivery postman since November 1994 till 9-9-2001 on daily wages. He worked at Rajarampuri Post Office continuously without any legitimate interruption. He discharged his duties sincerely, honesty, efficiently and his service record is unblemished. From 9-9-2001 all of sudden the service was orally terminated and he was not allowed to join the duty. He approached the first party and made requests and to furnish written order for his termination but no attention was paid.

4. The second party is a workman as defined in the Industrial Disputes Act. The first party is an Industry under the said Act. The nature of the duty of him are purely as a workman. He required to do normal work of delivering letters door to door and other duties of postman. The first party terminated service orally which is void ab initio and also in utter disregards of the principles of natural justice. No notice, notice pay nor compensation was paid. Thus high handed action of first party amounts to an unfair labour practice and is in breach of Section 25 F and 25 G of ID Act.

5. After termination second party immediately issued legal notice on 13-10-2001 and raised Industrial Disputes U/s 2A and made the demand in writing on 23-11-2001. The said demand is of Ravindra Talekar, whose service are illegally terminated on 9-9-2001 while he was serving as an outsider i.e. delivery postman at Rajarampuri sub-post office, be reinstated with continuity of service and full back wages from 9-9-2001 under intimation to GLO (Central), Vakharchhag, Sangli and Assistant Commissioner of Labour, (Central), Shankar Sheth Road, Pune (Swargate).

6. Thus upon this Govt. of India, Ministry of Labour, New Delhi, vide their reference No. L-40012/276/2002-IR (DU) dt. 24-03-2003 have issued direction for adjudication of Industrial Disputes under time bound program of disposal of case within three months from its final award from the date of filing. The service was terminated with undue haste without issuing any written order. Therefore, he prayed for his reinstatement in service on original post with continuity of service and back wages.

7. The first party filed the written statement vide Exh. C-10 and denied the averments in the statement of claim. The reference is false. It is not tenable. This Court has no jurisdiction. The first party department is not Industry.

8. The contents in Para No. 1 to some extent are correct, but it is wrong to say that he worked at Rajarampuri post office without any legitimate interruption and continuously. It is true that second party was working from time to time with first party on daily wages. He was working on temporary/ad-hoc basis for the tenure whenever regular employed postman used to be on leave

or unable to attend the work. The second party was neither employed on clear or vacant post nor he was employed by following due process.

9. The contents in Para No. 3 are totally wrong and misconceived. It is submitted that second party in service on daily wages only for the periods whenever regular employed postman used to be on leave or unable to attend the office. It is wrong that service of the second party has been terminated. The question of terminating service of second party does not arise at all. He was worked whenever work was available and whenever he was attending the office for availing such work whenever available.

10. The second party cannot be termed as a workman as contemplated under Industrial Disputes Act. It is wrong to say that first party is an Industry. Therefore, this Court has no jurisdiction. The second party is not entitled for reinstatement with continuity of service with full back wages. It is wrong that service was terminated not in good faith but in the colourable exercise of the employers right. The rest of the averments in the statement of claim are specifically denied. Therefore, reference be dismissed.

11. My learned Predecessor framed the issues vide Exh. O-14.

I answer the same for the reasons recorded below :

Issues	Findings
1. Whether reference is maintainable?	Yes
2. Whether first party is an 'Industry'?	Yes
3. Whether termination of service of second party is illegal?	Yes
4. Whether second party is entitled for reinstatement with back wages as prayed for?	Yes
5. What award?	As per final order.

12. EVIDENCE :—The second party Ravindra Shankarrao Talekar filed his evidence affidavit vide Exh. U-22. He produced information regarding vacant post of the postman, inspection report along with the statement of days of duty performed by second party, legal notice and copy of the reply and certificate below list Exh. U-17. The first party examined its witness Appasaheb Basappa Kodda vide Exh. C-26. The first party produced chart of number of days worked by the second party. The Application to show actual days for which wage drawn to second party vide Exh. C-18.

13. CASES REFERRED:—The second party relied upon the following ruling.

"Ramasamuz Narsingh Upadhyaya V/s. Vnubhai M. Mitras and Ors."

"1982-(44)-F.L.R. page-406"

"R.M. Yellatti V/s. The Asstt. Executive Engineer"

"2005 _III-C.L.R. Page-1028"

"Rajendra Sripat Ahire V/s. R.V. Tukdeo, Presiding Officer, Labour Court, Nasik & Ors."

"1996-I-C.L.R. Page-166"

"Commissioner, Tiruvallur Municipality. Tiruvallur V/s. Presiding Officer, First Additional Labour Court, Chennai & Ors."

"2002-(2)-LLN. Page-311"

"Ram Sahay Patel V/s. Madhya Pradesh Pollution Control Board, Bhopal & Qrs."

"2003 (2) LLN, Page-155"

"Sachiv, Krishi Upaj Mandi Samiti, Anjad (Barwani) V/s. Aditya Son of Sri Baijanath Shukla"

"2003-LLN, Page-156"

"Sarabhai Chemicals V/s. Suhas N. Pandya"

"1975-II-LLJ, Page-75"

"Moti Ceramic Industries V/s. Jivuben Rupabhai"

"2000-I-C.L.R. Page-156"

14. Issue No. 1&2:—My learned Predecessor by the Award dated 1.7.2006 decided the present issue No. 1 and 2 and hold that first party is an Industry and present reference is maintainable. The issues are already decided. Therefore, need not be answered at present.

15. Issue No. 3:—I have gone through the aforesaid oral and documentary evidence. Heard arguments of learned counsel for both the parties. I have also gone through the written arguments submitted by second party vide Exh. U-32 and ruling cited by him.

16. The claim of the second party and his evidence in short is that he was under employment of first party as a postman from November 1994 to 9-9-2001 on daily wages. He discharged the duties sincerely, continuously and his service record is unblemished. The first party all of sudden on 9.9.2001 orally terminated his service for no reason. The said termination is illegal and it is in violation of provision of section 25F of Industrial Disputes Act.

17. The first party by denying the said claim contended that second party never appointed on any clear or vacant post nor he was employed by following due process. He was working only on daily wages. There are interruption in his service. The second party never completed 240 days of service in a year. Therefore, he is

not a workman. Hence he is not entitled for any relief. The reference is liable to be dismissed.

18. From the oral and documentary evidence on record as referred to above and in view of the principle laid down the ruling cited by second party I find that first party without any reason and in breach of provision of Section 25 F of I.D. Act terminated the service of second party and the said termination is not legal. The second party with the help of his own oral evidence and with the help of documents i.e. to say inspection report, with statement of number of working days succeeded to show that he worked with the first party from the year 1994 till the day of his termination. There is nothing in cross examination of second party to disbelieve his evidence.

19. On the other hand the first party examined its witness by name Appasaheb Basappa Kodda and in cross examination this witness admitted that from 1994 to 2001 he was not working at Kolhapur. I find that the evidence of this witness is not much helpful to the first party to establish defence. The first party produced two charts one is vide Exh. C-24 and another is vide Exh. C-18, in order to show the working days of the second party who actually worked with it during the period 1994 to 2001. The number of days mentioned in both the charts are different. The first party is not able to prove that which chart is correct one and reliable.

20. The counsel for second party with permission of this court took the inspection of the record of the first party and he submitted his report vide Exh. U-17. He took the inspection of pay bills for the period June, 1994 to September, 2001 and noted days of the duty performed by the second party. The said statement shows that second party worked with the first party from the year 1994 to 2001 for the different days and said statement also shows the second party in the year 1995 worked for the period 245 days and 260 days in the year 2000. The first party with the help of evidence on record is not rebutted this evidence. So there is no reason to disbelieve the inspection report along with the statement of number of working days. The said evidence leads to the conclusion that second party continuously worked with the first party and thereby fulfill the requirement of Section 25B of the I.D. Act and hence acquired a status of permanent employee.

21. The second party also produced the information regarding vacant posts of the first party at Kolhapur and other places of the relevant time. This document shows that posts were available with the first party on the date of termination of service. Therefore contention of the first party that due to non availability of work service of the second party was terminated is not acceptable. The first party issued certificate in favour of the second party for their satisfactory service and said certificate ultimately supports the claim of the second party, So in short the oral

testimony of the second party along with the inspection report and statement of number of working days and certificate issued by the first party department proves his claim.

22. The evidence of witness of first party is found hearsay evidence. The chart produced by him are inconclusive. It means that first party is not able to establish the defence version. Therefore, when second party satisfied the condition U/s. 25 B of the I.D. Act, his termination by first party is illegal for non compliance of provision of Section 25 F of the said Act and therefore, termination is requires to be set aside. Accordingly for all these reasons and on the basis of principle laid down in the aforesaid ruling. I held that the termination of the service of second party is illegal. So I answer this issue in affirmative.

23. Issue No. 4 :—

The second party prayed for his reinstatement in service with back wages. In view of the findings given to the aforesaid issues, it is clear that first party is an industry and first party illegally terminated the service of second party. The first party failed to prove that second party was under employment purely on temporary basis on daily wages, but as per the evidence on record, it is undisputed fact that second party worked with the first party as a postman in the leave vacancy of other employees. The interruption in service was effected by first party time to time and said interruption is artificial and it has no any adverse effect on the claim of the second party. Therefore, I held that second party is entitled for reinstatement in service, and also entitled for the back wages because first party is not able to prove that second party from the day of termination of his service gainfully employed elsewhere. Hence I answer this issue in affirmative and pass the following order.

ORDER

1. The reference is allowed.
2. The first party is directed to reinstate the second party on his original post with continuity of service and do pay back wages to him.
3. Award accordingly.
4. Inform to the Central Government.

Place: Kolhapur

Date: 06-03-2009

G.B. PATIL, Presiding officer

नई दिल्ली, 16 अप्रैल, 2009

का.आ. 1255.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न. 2 मुम्बई के पंचाट (संदर्भ संख्या 2/78/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/10/2001-आईआर (बी-II)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 16th April, 2009

S.O. 1255.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/78/2008) of the Central Industrial Industrial Tribunal No. 2, Mumbai now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 15-04-2009.

[No. L-12012/10/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NO. 2, MUMBAI

Present

A.A. LAD, Presiding Officer

Reference No. CGIT- 2/78 of 2001

Employers in relation to the management of Bank of Baroda

The Regional Manager,

Bank of Baroda, Soubhagya Chambers,

Near BYTCO Point

Nashik Road (Maharashtra) 422101.

First Party

V/s.

Vishnudas V. Menon,

22, Tulsipark, Shivaji Nagar,

Jail Road, Nashik (Maharashtra) 422101

Second Party

APPEARANCE

For the Employer : S/ Shri Lancy D'Souza, .
Liaz Mohd. Representatives

For the Workman : Shri M.B. Anchan, Advocate.

Date of reserving the Award: 19-08-2008

Dated of Passing the Award: 27-02-2009

AWARD—I

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. L-12012/10/2001-IR (B-II) dated 26th April,

2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Bank of Baroda, Nashik in dismissing the services of Mr. Vishnu V. Menon w.e.f. 14-12-1993 is legal and justified If not, what relief the workman concerned is entitled to?

2. Claim Statement is filed by the Workman at Exhibit 13 making out the case that, he was suspended from duty by order dated 23rd November, 1990 alleging that, he involved the Bank in serious loss and subsequently charge sheet dated 6th March, 1991 for the said alleged misconduct. The allegation levelled against the concerned workman was that, he gave bogus credit and allowed the customer to withdraw against this bogus credit facility by which he defrauded the Bank for the total amount of Rs. 60,000. He replied the charge sheet and denied the charges levelled against him.

3. It is alleged by the 2nd Party that, the enquiry conducted against him was not conducted as per the principles of natural justice. Though he requested the Inquiry Officer to allow him to be represented by Legal Practitioner to defend his case since charges were of serious nature, he was not permitted to do so. Said request was made by him vide his letter dated 26-9-1991. However, he was not permitted to take help of legal practitioner. He further submitted that, the documents demanded by him, as mentioned in paragraph 5 of the Claim Statement, were not provided for clarification and to make out his case. Even Forensic Laboratory report was not made available. It was not considered by Enquiry Officer. He was not allowed to examine witnesses whose names were given to the Enquiry Officer. Even Management did not make available these witness as they were employees of the Bank and even though he held made application to bring them before the Enquiry Committee. Besides Enquiry Officer was bias. He did not consider the explanation of the concerned workman. The finding given by him is not based on evidence recorded by him. He was favouring the Management. He did not call the witnesses nor direct Management to keep witnesses present. The decision given by him is nonest in evidence which is perverse. So it is submitted that, the action taken by the Management on the basis of the same be declared as null and void and requested to direct the Management to reinstate him with payment of full back wages and continuity of service.

4. This is disputed by the 1st Party Bank by filing written statement at Exhibit 19 stating that, Reference itself is not tenable and ought to be rejected. It is stated that, the workman was dismissed from the employment with effect from 14-12-1993 by following due process of law. He did not avail the opportunity to prefer appeal on the decision taken by the Management. He challenged the said order

after two years without explaining the delay. Even he did not appear before the Conciliation Officer. It is stated that, workman was not interested in the employment of the 1st Party and after termination he took employment abroad and did not pursue his dispute. It is contended that, dispute raised after long time does not require to consider at this late stage. Delay is not explained though dispute is raised after seven years by the concerned workman. Since allegations levelled against the concerned workman were of serious nature and action is taken against him relying on the findings of the Enquiry Committee conducted by the Enquiry Officer enquiry which was fair and proper and by following proper procedure, and also principles of natural justice and due process of law. It is stated that, the concerned workman made bogus credit entry of Rs. 25,000 on 26-5-1990 in Saving Bank Account No. 13783 of Dr. S. G. Mungase. It is alleged that he also made false initial against this credit entry in the Ledger so as to show the entry and balance arrived thereafter in the account are duly authenticated and to mislead the other officers/officers of the Bank. It is alleged that, thereafter on 1-1-1990 and on 2-6-1990 he allowed the withdrawal from the said account by bogus credit of Rs. 25,000 i.e. he posted the withdrawals and sent them for payment even though he was aware of the above credit given in the said Saving Bank account. It is alleged that, he made false entry of Rs. 25,000 in the Saving Bank account and supplementary against Ledger No. 45 of 26-5-1990. It is alleged that, even about the account of Dr. Mungase he put the posting mark on these cheques and thereby misled the passing officers and paying cashier and got these cheques passed and paid, when in fact, these cheques were not at all posted in the ledger nor, was there balance in the account entry dated 18-5-1990 of Rs. 10,000 and 25-6-1990 of Rs. 25,000. It is alleged that, with the help of these entries he received Rs. 10,000 on 18th May, 1990. It is also alleged that, by giving bogus credit allowed to withdraw Rs. 60,000 and thus defrauded the Bank for the total amount of Rs. 60,000. These charges were intimated to 2nd Party, enquiry was conducted after giving him full opportunity and after going through the evidence led by both Enquiry Officers, concluded concerned workmen guilty of the charges on which punishment of dismissal was recommended.

5. It is denied that, enquiry was not fair and proper. It is denied that, finding of the Enquiry Officer is perverse. It is stated that, the finding is well reasoned and the decision taken by the Enquiry Officer is fully based on the evidence recorded. It is stated that, the decision taken by the Management on the basis of the said enquiry does not require to interfere. So it is prayed that the Reference be rejected.

6. 2nd Party filed rejoinder at Exhibit 22 denying the statements made by the Bank.

7. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 23 out of which Issue Nos. 1, 2 and 3 are order to try as preliminary issues which I answer against it as follows :

ISSUES

FINDINGS

- | | |
|--|-----|
| 1. Whether the reference suffers from delay and laches ? | No |
| 2. Whether the domestic enquiry conducted against the workman was as per the Principles of Natural Justice ? | No |
| 3. Whether the findings of the Enquiry Officer are perverse ? | Yes |

REASONS :

ISSUES NO. 1 :

8. 1st Party claims that, Reference is made at late stage without explaining delay cannot be considered. Termination is of 1993 which is challenged in 1995 and Reference was made in 2001. He has not explained as to why there was delay in pursuing the dispute. As far as making reference at late stage is concerned, it is not in the hands of the concerned workman. From the records it is revealed that, within two years he raised dispute. Then it was pending before Conciliation Authority. Record and proceedings reveals that, Reference was made in 2001. We have to see whether concerned workman made grievance in time or not ? As per the case made out by 2nd Party, he made efforts for reference within two years and then reference was made in 2001 regarding his dismissal in 1993. In my considered view for that 2nd Party cannot be held responsible. It may be that, he might not have pursued the reference but there would be his limitation. At the most if 1st Party succeeds in showing that, if prayer of the 2nd Party was not in time it will be considered while giving relief in the prayer of back wages but definitely for considering grievance at late stage when there is no specific bar in the Industrial Disputes Act, 1947 in my considered view, stand taken by the 1st Party of laches and delay will not come in the way of the concerned workman. So I observe that, this Reference does not suffer from delay and laches. Besides no specific case is made out by the 1st Party to show how delay and laches comes in the way of the concerned workman ? If we consider all this coupled with the case made out by both, I conclude that, delay and laches cannot come in the way of the concerned workman. So accordingly, I answer this issue to that effect.

ISSUE NOS. 2 & 3 :

9. 2nd Party challenges the domestic enquiry alleging that, the enquiry was not fair and proper and finding was perverse. He also alleges that, fair and proper opportunity was not given to him. He claims that, he was not permitted to take help of legal practitioner since charges were of serious nature. Whereas stand of 1st Party is that, enquiry was fair and proper and findings were not perverse.

10. To prove that, 2nd Party placed reliance on his affidavit filed at Exhibit 28 in lieu of the examination-in-chief where he narrated the same story in what way he

was prosecuted by the Bank. He claims that, while he was working as Cash Clerk in the 1st Party's Branch at Malegaon, he was suspended in 1990. He claims that, charge sheet was issued to him in 1991 alleging that, he helped in defrauding the Bank to the tune of Rs. 60,000/- by giving bogus and withdrawing the amount against that bogus credit entry. It is also alleged that, he made fabricated documents by making false signatures against entry of Dr. Mungase. He states that, documents demanded by him were not made available, though names of witnesses were given but they were not called by the Management before the Enquiry Officer. Even Enquiry Officer did not help 2nd Party to call the witnesses though witnesses were from the employees of the Bank. In the cross he states that, he did not reply to the charge sheet. He admits that one Mr. P. S. Naidu defended him in the Enquiry. He admits his signatures from pages 35-68 and 91-93 as well as pages 148 and 149 from the enquiry proceedings. In the cross he states that, criminal case was filed against him and he was to attend it. Then 2nd Party closed his evidence by filing closing purshis at Exhibit 29.

11. Against that, Management examined its witness Subash T., Wakhare by filing his affidavit, at Exhibit 35, in lieu of his examination-in-chief, who was the Enquiry Officer and who states that, enquiry was fair and proper and full opportunity was given to the concerned workman but it was not availed by him. However, in the cross this witness states that the concerned workman requested to call 10 employees of the Bank. He admits that Bank did not keep these witnesses present in the enquiry though they were on the pay roll of the Bank. He admits that, concerned workman has given letter to call these witnesses. He admits that, he has not directed Bank to make available these witnesses. He admits that, even he has not summoned these witnesses on his own on the request of the concerned workman. He admits that, enquiry was concluded in the absence of the concerned workman. He further admits that when documents were produced by the Bank he was not call to comment on the documents. He admits that, 2nd party also sent medical certificate about his absenteeism but it was not considered by him and he proceeded with the enquiry in his absence and concluded the enquiry. He admits that, report of Forensic laboratory was not taken on record. He also admits that Dr. Mungase was not examined.

12. On that 2nd Party filed written arguments at Exhibit 31 which was replied by the 1st Party by filing Synopsis of arguments, at Exhibit 34, with citations.

13. We are on the point of fairness of enquiry and perversity of the findings of the Enquiry Officer. The Enquiry Officer who is examined by the Bank admits that documents produced by the Bank were not made available to the concerned workman to comment on those. Even he admits that 10 witnesses were asked to be called for by the concerned workman who were on the pay roll of the Bank. Enquiry Officer admits that, he did not issue witness summons on his own on the

request of the concerned workman nor directed Bank to make available these witnesses to depose in the enquiry. Even Enquiry Officer admits that, Dr. Mungase was neither examined nor Forensic Laboratory report was taken on record about his signature to conclude that, the concerned workman fabricated the signature of Dr. Mungase or the alleged credit entries in the account of Dr. Mungase were bogus.

14. When documents were not made available to the concerned workman, when the witness called by the concerned workman were not examined nor were called by the Enquiry Officer, though concerned workman made request to that effect in writing in my considered view said enquiry cannot be treated as conducted by following principles of natural justice.

15. From the case made out by both, the admissions given by the Enquiry Officer it reveals that, witnesses called by the 2nd Party were not placed before the Enquiry Officer though they were on the pay roll of the Bank. They were not called by Enquiry Officer nor Enquiry Officer directed Bank to keep them present. Even documents which were produced by the bank were not made available to the concerned workman to commend on those and main thing is that Dr. Mungase is not examined and Forensic laboratory report of his signature is also not placed on record. According to me all this evidence definitely comes in the way of the Enquiry Officer and his finding which does not permit us to conclude that, enquiry which is on record is fair and proper. When enquiry is not fair and proper its findings cannot be on facts. Hence, it require to observe that, finding is perverse as well as not on the evidence on which Enquiry Officer found 2nd Party guilty of the charges levelled against.

16. Citations referred by the 1st Party viz. :

1. Citation published in 2000(2) LLN page 21 of Apex Court in the case of Nedungadi Bank Ltd. vs. K. P. Madhavan Kutty and ors.;
2. Citation published in 2006(110) FLR page 803 of Apex Court in the case of Manager (now : Regional Director) R.B.I. vs. Gopinath Sharma and anr.;
3. Citation published in 1997 II CLR page 16 of Apex Court in the case of Narinarayan Srivastava vs. United Commercial Bank and anr.
4. Citation published in 1999 I CLR page 1077 of Apex Court in the case of Cilpa Limited and Ors. Vs. Ripu Daman Banot & anr.;
5. Citation published in 1988 Lab. I.C. page 339 of Apex Court in the case of Chandrama Tiwari vs. Union of India;
6. Citation published in 1964 (9) FLR page 142 of Apex Court in the case of Tata Oil Mills vs. Their workman.
7. Citation published in 2008 II CLR page 198 of Gujarat High Court in the case of Jitendrasinh K. Gohil vs. State of Gujarat and anr.

8. Citation published in 2007 I CLR page 154 of Bombay High Court in the case of Ramchandra Govindrao Gaidhani vs. Union of India, through General Manager, Central Railway, Bombay and ors.
9. Citation published in 2001 LLR page 825 of Apex Court in the case of New India Assurance Co. Ltd. vs. S.M.I. Kazim and ors.
10. Citation published in 2001 III CLR page 67 of Bombay High Court in the case of S.N. Thampy vs. Textile Committee.

Which are on the power of the Government to make Reference. The citations which are on the point of enquiry are on different facts than the facts of this case. Admittedly in the instant case witnesses asked for by the concerned workmen were not called without assigning any reason as to why all these witnesses cannot be made available and it is not the case of the Management that, it was unable to get those witnessed persons. Besides nothing is stated about the documents produced by the Bank which were not made available to the concerned workman to comment.

17. All this reveals that, enquiry cannot be observed fair and proper and require to observe finding perverse. So I conclude that enquiry is not fair and proper and finding perverse. Accordingly I answer the above issue to that effect and passes the following order :

ORDER

- (i) Enquiry is not fair and proper, finding perverse;
- (ii) 1st Party to justify its action in the next stage of the Reference.

Bombay, A. A. LAD, Presiding Officer
27th February, 2009.

नई दिल्ली, 17 अप्रैल, 2009

का.आ. 1256.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 47/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/11/92-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 17th April, 2009

S.O. 1256.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/92) of the Central Government Industrial Tribunal No. 1, Chandigarh now as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 16-04-2009.

[No. L-12012/11/92-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
NO. 1, CHANDIGARH**

Case No. I.D. 47/92

Smt. Saroj Bala C/o Shri Tek Chand Sharma,
25, Sant Nagar, Civil Lines,
Ludhiana-141001

...Applicant

Versus

The Zonal Manager, Punjab National
Bank, Firoz Gandhi Market,
Ludhiana-141001

...Respondent

APPEARANCES

For the workman : Sri Tek Chand Sharma

For the Management : Sri N.K. Zakhrmi

AWARD

Passed on 28-1-2009

The Government of India vide Notification No. L-12012/11/92-IR (B-II) dated the 29th April, 1992 has referred the following industrial dispute for judicial adjudication to this Tribunal :—

“Whether the action of the Management of Punjab National Bank in dismissing Smt. Saroj Bala from the services is legally just and valid? If not, then to what relief the workman is entitled and from which date?”

The question of legality of termination order of the workman on her alleged misconduct by concealing certain facts and taken benefit of reservation on wrong assertion is before this Tribunal. The workman, Smt. Saroj Bala applied for the services of the bank asserting herself as the Scheduled Caste candidate, whereas, she supplied a different caste certificate of being a member of Backward Class. She was selected as Scheduled Caste candidate and was given employment in the bank. Almost after 10 years, there had been a complaint against the workman for getting employment on false caste certificate. An enquiry was conducted and it came to the notice that the workman was a member of Backward Class, whereas, she declared herself and was selected as a member of Scheduled Caste.

The workman was charge sheeted for willfully making a false declaration/misrepresentation about her candidature in application dated 12-11-78 submitted to the BSR Board (Delhi), and remitted exam fee of Rs. 5/- as applicable to Scheduled Caste/Scheduled Tribal candidates. She was also charge sheeted fraudulently availing the benefit of relaxation in upper age limit for which she was not entitled as member of Backward Class and for availing other benefits for recruitment as admissible to Scheduled Caste candidates. Accordingly, she was charge sheeted under

para 19.5 (m) of the bipartite settlement for committing major misconduct.

I have gone through the entire materials on record. During enquiry, concerned 'Tehsildar' provided a certificate to the Enquiry Officer regarding the caste of the workman. In this certificate the candidature of the workman was declared as the member of Backward Class. During enquiry the workman and the representative of the workman did not avail opportunity for adducing any evidence, but claim the parity with Shri Harjinder Singh, who was alleged to be charge sheeted on the similar ground and was awarded the punishment of stoppage of two increments. It shows that by conduct, the workman admitted the charges and claimed the parity on the punishment which was awarded to her co-employee, Shri Harjinder Singh, in the alleged separate departmental proceedings.

In evidence before this Tribunal, Smt. Saroj Bala has admitted that she is a member of 'Lohar' community which comes within the category of Backward Class. It was also admitted that she availed all the benefits available to Scheduled Caste candidate regarding remittance in fee and relaxation in age.

On perusal of the entire materials on record, I am of the view that the Enquiry Officer conducted the enquiry in a very fair, proper and reasonable manner. Enquiry Officer provided all possible opportunity of being heard to the workman. Instead of availing the opportunity of being heard, the workman, through her representative, claimed the parity on quantum of punishment alleged to be awarded to her co-employee in a separate departmental proceedings on similar charges. Enquiry Officer was having no option left but to give his finding on the basis of conduct of the workman. The disciplinary authority on the basis of the enquiry report, after issuing show cause notice and affording the opportunity of personal hearing awarded the punishment of dismissal of the workman from the services. The workman preferred an appeal which was dismissed. Thereafter, an industrial dispute was raised and on account of failure of conciliation proceedings, this reference. The application form duly filled in by the workman and, the caste certificate attached with it, are on record. On perusal of records, enquiry proceedings and enquiry report, there is no doubt that workman applied for the services of the Bank claiming herself as a Scheduled Caste candidate, whereas, her certificate was otherwise for her belonging to the Backward Class. By asserting herself as a member of Scheduled Caste, she also claimed the remission in fee and relaxation in age available to the Scheduled Caste candidates. This conduct of the workman shows that she was aware of her caste at the time of applying for the post in the bank and for getting relaxation in age and fee concession, she asserted herself as a Scheduled Caste candidate, different than the certificate she provided.

In *Kumari Madhuri Patil and Another vs. Additional Commissioner, Tribal Development and others*, 1994 (6) SCC241, it is held by Hon'ble the Supreme Court that the admission wrongly gained or appointment wrongly obtained on the basis of false social status certificate necessarily has the effect of depriving the genuine Scheduled Caste, or Scheduled Tribals or OBC candidates,

as enjoined in the Constitution, of the benefits conferred on them by the Constitution. The genuine candidates are denied appointments to office or post.

In *State of Maharashtra and others vs. Ravi Prakash Babulal Singh Parmar and another*, 2007(1) SCC 80, Hon'ble Apex Court observed as follows :—

"The makers of the Constitution laid emphasis on equality amongst citizens. The Constitution of India provides for protective discrimination and reservation so as to enable the disadvantaged group to come on the same platform as that of the forward community. If and when a person takes an undue advantage of the said beneficent provision of the Constitution by obtaining the benefits of reservation and other benefits provided under the presidential Order although he is not entitled thereto, he not only plays a fraud on the society but in effect and substance plays a fraud on the Constitution. When, therefore, a certificate is granted to a person who is not otherwise entitled thereto, it is entirely incorrect to contend that the State shall be helpless spectator in the matter."

In *Regional Manager, Central Bank of India vs. Madhulika Guruprasad Dahir and others* 2008 LLR 1066, Hon'ble the Apex Court, while relying the previous judgement held that the consensus of judicial opinion is that equity, sympathy or generosity has no place where original appointments rests on a false caste certificate.

In this case the workman has not filed the false certificate, but has represented herself to have the different caste then that of certificate. It resulted into the same consequences as filing the false certificate. She was selected for the post on the basis of declaration that she is a Scheduled Caste candidate. She not only asserted and declared it that she is a Scheduled Caste candidate, but also claimed certain concessions available to the Scheduled Caste candidates. It shows the intentional act of the workman to claim the job on wrong declaration and assertion.

The workman was selected on her wrong declaration which make her appointment illegal and there is no legality in terminating the services of the workman, based on an illegal appointment.

In my view, it is not open to the workman to challenge the enquiry proceedings conducted after 10 years of her appointment. As soon as the act of misrepresentation by the workman came to the notice of the management, management acted sharply and after conducting a fair and reasonable enquiry dismissed the workman from the services. The appointment of the workman was void abinitio and it cannot be validated by putting on considerable length of service. Accordingly, no interference is called for. The dismissal of the workman from the services was legal and justified. Reference is accordingly answered. Appropriate Government be approached for publication of award, and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2009

का.आ. 1257.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 3/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/204/94-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 17th April, 2009

S.O. 1257.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 3/95) of the Central Government Industrial Tribunal No. I, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 16-4-2009.

[No. L-12012/204/94-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 3/95

Shri Gurcharan Singh S/o Shri Mohinder Singh, Village-Nathowal, Teh.-Jagroan, District-Ludhiana (Punjab)

.....Applicant

Versus

The Zonal Manager, Punjab & Sind Bank, Sadik Chock, Red Cross Bhawan, Faridkot (Punjab)

.....Respondent

APPEARANCES

For the Workman : Ms. Jagdeep Bains

For the Management : Sri J. S. Sathi

AWARD

Passed on 12th January, 2009

Government of India vide notification No L-12012/204/94-IR(B-II) dated 26th December, 1994, referred the following industrial dispute for judicial adjudication :—

“Whether the action of the management of Punjab and Sind Bank, Faridkot in terminating the services of Shri Gurcharan Singh Peon, w.e.f. 1-2-1991 is legal and justified? If not, what relief is the said workman is entitled to?”

It is alleged by the workman that he remain employed with the bank from 31-1-89 to 31-1-91, when his services

were terminated on 1-2-91 without any notice, charge sheet, enquiry or compensation. He has completed 240 days of work with the management of bank in the preceding year to the date of his termination and his services were illegally terminated. On this very ground, the workman has prayed for his reinstatement into the services with full back wages and continuity of service.

Before filing the written statement, the management of bank moved an application for an order, directing the workman to furnish the details of his employment. Details were provided by the workman and, thereafter, the management filed written objections. It was alleged by the management that the workman was not appointed as peon against the permanent vacancy. He was engaged as a daily waged worker due to exigencies of work intermittently, whenever, his services were required. He has not completed 240 days of work in the preceding year from the date of his termination. Thus, no notice, compensation etc. was required before his disengagement.

It was also alleged by the management of the bank that there was a settlement between the management of the bank and the Association of the bank employees on 16-10-92. This settlement has been entered with the majority workmen union which is recognized by the bank as representative union of all workmen of the bank. Thus, the dispute raised by the workman is not tenable under the provisions of Industrial Disputes Act.

The management raised a specific issue that because of the terms and conditions of the settlement between the management and the representatives of the workmen dated 16-10-92, this dispute has become infructuous, but to my surprise no memorandum was filed by the management. It was at the stage when the witness of the management Shri Narinder Kumar was cross-examined, he agreed to file the memorandum of settlement and also agreed to provide the list of workmen who have been benefitted by the terms and conditions of this settlement. Shri Narinder Kumar MW-1 was cross-examined on 24-11-2008 and on his assertion that he will file the documents by next date his cross-examination was deferred to 26-11-2008. On 26-11-2008, he filed two memorandums dated 16-10-1992 and 13-8-1994, but failed to file the list of workmen who have been benefitted by the settlements. In his cross-examination, he specifically mentioned that he will file all the documents within 10 days. Accordingly, vide order dated 26-11-2008, the management was directed to provide the list of workmen (persons) benefitted under the settlement as agreed by M.W. 1. But the management failed. The management has filed some vouchers to prove that workman was engaged as daily waged worker and he was not having a temporary status with the bank, and accordingly, was not covered under the scheme enumerated in the settlements on record.

Both of the settlements on record are beneficiary in nature and are to be interpreted and read over as such. Memorandum dated 16-10-1992 reads as under :—

The All India Punjab and Sind Bank Staff Organization highlighted the plight of temporary peons in the present socio economic crises. After lot of deliberations

and considering the constraints of the Bank also, and with a view to set at rest all disputes which have already accrued or may arise, the Management and All India Punjab & Sind Bank Staff Organization agree that cases of temporary employees against permanent vacancies at the state level to be notified by the Bank from time to time will be considered for absorption in the subordinate cadre in the following manner:—

- (A) Firstly, those employee who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15-4-1980. Their inter-se seniority would be determined state-wise on the basis of the date on which they first worked as temporary employees as per bank's available records.
- (B) Thereafter the other employees not falling in the above category but have worked at least 90 days from 15-4-1980 to date of the settlement i.e. 16-10-1992 shall be given one time opportunity to appear in the selection process of the bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serial-wise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or not would be given the opportunity as stated hereinabove, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation machinery or the courts or Tribunals either individually or through the Union. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is however, clarified that the eligibility as regard to the age and the qualification of the said temporary employees would be reckoned on the date first worked in the bank.

Likewise, memorandum dated 13-8-94 read as under:—

The Management of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation entered into a settlement dated 16-10-1992 for absorption of temporary peons against permanent vacancies.

Whereas, it is found administratively difficult to implement Para 'A' & 'B' of the said settlement resultant to the problems faced in seeking statutory clearance from Government Authorities.

And whereas, considering the difficulties, experienced in implementation of the settlement, both the parties agree that Para 'A' & 'B' referred to in the said settlement be substituted as under:—

PARA 'A':— "Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of

12 consecutive months commencing from 1-1-1982 to 31-12-1989, their inter-se seniority would be determined state wise on the basis of the date on which they first worked as temporary employees as per Bank's available records."

PARA 'B':— "Thereafter, the other employees not falling in the above category but have at least worked for 90 days from 1-1-1982 to 31-12-1989 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the Bank, serial-wise that is First-cum-First serve."

The settlement dated 16-10-1992 stands modified to the extent stated hereinabove. All other terms and conditions of settlement dated 16-10-1992 remains the same.

Vide settlement dated 13-8-1994, some modifications were made in settlement dated 6-10-1992.

One of the condition of the settlement is that the settlement rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement. In its written statement the management has tried to take the benefit of this clause by stating that this reference is barred by the provisions of the settlement. But this issue is still open whether the workman was entitled for the benefit of the arrangement made in these settlements?, and whether the management has tried to give the benefit to the workman as per the terms and conditions of the settlement?

First of all this Tribunal has to adjudicate what was the status of the workman while working with the bank? The workman, for the purpose of taking benefits of these memorandums has to prove that he was working as temporary peon with the bank. The management of the bank has denied the temporary status of the workman and alleged that he was a daily waged worker. The workman on application of the management for supplying certain particulars regarding the employment, filed certain documents which are on record. No doubt, these are the photocopies of the documents but considering the nature of proceedings before the Tribunal, and also considering this fact that management has never denied the authenticity and genuineness of the photocopy of the documents, I am of the view that these documents will be read over as such. The first document is the copy of detailed of working days given by the Punjab and Sind Bank on its letter head pad by Manager (Accounts). This certificate also bears the seal of the Bank. Another document is the photocopy of the letter dated 11-4-1990 written by the Manager, Punjab and Sind Bank to the Regional Manager, Punjab and Sind Bank, Faridkot. This letter is regarding the workman Shri Gurcharan Singh and he is referred as a temporary peon in this letter. The manager of the Punjab and Sind Bank has requested to the Regional Manager, Punjab and Sind Bank to take his name on the penal of temporary peons.

Another document is a letter dated 27-11-1989 written by Manager Accounts, Punjab and Sind Bank to Regional

Manager Punjab and Sind Bank and in this letter Shri Gurcharan is also referred as temporary peon.

These are the only documents which have been filed by the workman in support of his contention that he was working as a temporary peon. All the documents are the correspondence by the manager of the bank in which he requested the Regional Manager to put the name of the workman in the penal of temporary peon. There is no evidence and materials on record to prove that the name of workman was included in the penal of temporary peon. The management has also filed copy of vouchers regarding the payment of wages to the workman. All this shows that workman was working with the bank as daily waged worker and not as a temporary peon. The above correspondence also prove that daily waged worker and temporary peon were two recognized set up adopted by the bank and settlements were for the benefit of temporary peon only. Thus, the benefit of above mentioned settlements dated 16-10-92 and 13-8-94 cannot be attributive to the workman unless he proved otherwise that this scheme was equally applicable to the workman who were engaged with the bank as daily waged workers. There is no material on record to prove that any of the daily waged worker was benefited with the scheme enumerated in above mentioned settlements. Thus, the benefit of these settlements cannot be attributive to the workman on his failure to prove that this scheme, in practice, was also applicable to the daily waged worker working with the management of the bank.

As stated earlier that all the disputes were to be settled as per the terms and conditions of the settlements. This reference will not be barred by the term of settlements because the workman was working as the daily waged worker and not as a temporary employee and the legality of his functioning will be judged as per the provisions of Industrial Disputes Act. As per letter dated 17-11-89 written by the Manager-Accounts regarding the details of working days of daily waged peon. Shri Gurcharan Singh, it is clear that from 31-1-89 to 17-2-90 workman has worked with the management of the bank with few breaks. It is the case of the workman that he worked with the management from 31-1-89 to 31-1-91, but the document which he has filed is upto the period of 17-2-90. The correspondence by the management of Punjab and Sind Bank to the Regional Manager Punjab and Sind Bank shows that workman Shri Gurcharan Singh was working with the bank even in the month of April 1990. The vouchers which has been filed by the management are up to the period of January 1991 and his services were terminated, thereafter. I have calculated the working days of the workman from the vouchers which are on record and I am of the view that the workman has not completed 240 days in the preceding year from the date of his termination. The workman has not given the calculation of his working days worked with the management and I have calculated the working days on the basis of the vouchers filed by the management.

Thus, either the workman has proved that he is entitled for the benefit of settlement relied by the bank nor has able to prove that he has worked for more than 240

days in the preceding year from the date of his termination, hence, is not entitled for any relief. The benefit of the settlement was to be given to those workmen who were working as the temporary peon and not as the daily waged workers. No doubt, the protection of the provisions of Industrial Disputes Act was available to the workman but he has failed to prove that he has completed 240 days of work with the management of the bank in the preceding year from the date of his termination and any junior is still working with the bank.

I have also to consider the effects of non-compliance of the order dated 26-11-08 passed by this Tribunal. The witness of the management assured this Tribunal that he will file the list of the persons benefited with the scheme as enumerated in the settlements within 10 days. On his assurance this Tribunal also directed the management to file the list of the beneficiaries within 10 days but the same was not filed. In my opinion the applicability of the scheme enumerated in the settlement is very clear that it was applicable only to the temporary peons and not on daily waged workers. Thus, there will be no adverse effect for non-supplying all the documents as agreed by the management and directed by this Tribunal. Moreover, workman has utterly failed to prove, even by prima facie evidence, that the scheme also protected the interest of daily waged workers. Accordingly, the reference is disposed of with the direction that management of bank was justified in terminating the services of the workman. Central Government be informed. File be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2009

का.आ. 1258.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 23/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/284/94-आईआर (बी-11)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 17th April, 2009

S.O. 1258.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/95) of the Central Government Industrial Tribunal No. 1, Chandigarh now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 16-04-2009.

[No. L-12012/284/94-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH****Case No. I.D. 23/95**Shri Mahabir Singh S/o Shri Seva Ram R/o Village-
Kulwhari, PO Subri, District-Karnal.

.....Applicant

Versus

The Senior Manager, Punjab & Sind Bank, Karnal.

.....Respondent

APPEARANCES

For the Workman : None

For the Management : Sri J. S. Sathi

AWARD

Passed on 28th January, 2009

Government of India vide notification No L-12012/284/94-IR(B-II) dated 15th March, 1995, referred the following industrial dispute for judicial adjudication to this Tribunal :—

“Whether the action of the management of Punjab and Sind Bank, Karnal in terminating the services of Shri Mahabir Singh Peon w.e.f. 11-5-1993 is legal and justified? If not, what relief is the said workman is entitled to?”

On perusal of the pleadings of parties, it is evident that workman Shri Mahabir Singh sought the intervention of this Tribunal on the ground that he worked with the management from 20-12-1992 to 10-5-1993 as temporary peon. His services were terminated without notice and terminal dues against the provisions of Industrial Disputes Act. It was also alleged by the workman that juniors to him were retained in services, whereas, his services were terminated.

The management denied the allegation of the workman and stated that workman has worked with the management only for 107 days. He worked on temporary basis as daily waged worker and accordingly, no notice or terminal dues were required before the termination of his services. It was also alleged by the management that no junior to the workman was retained in the service.

On persual of entire materials on record, including the evidence oral and documentary adduced by the parties, I am of the view that the workman is not entitled for any relief on any of the grounds as claimed by him. The workman has admitted in his cross-examination that he has only worked for 107 days with the management. The appointment letters of two persons were filed by the management as sought by the workman. Smt. Kamlesh Kumari was appointed against the permanent vacancy on the demise of her husband under dying-in harshness rules on compensatory ground. Thus, the appointment of Smt. Kamlesh Kumari is on different ground and it is not open for the workman to challenge his termination on the ground of the appointment of Smt. Kamlesh Kumari. Another

workman Shri Lal Chand as admitted by the witness of the management in cross-examination, was engaged only for 60 days. His services were also terminated after 60 days. On perusal of the appointment letter given to Shri Lal Chand, it is also evident that he was appointed during the period in which workman was working with the management and after 60 days the services of Lal Chand were also terminated, as alleged by the management. It is not the contention of the workman that the workman Shri Lal Chand is still working with the bank.

Thus, workman has failed to prove that he has worked 240 days or more with the management in the preceding year from the date of his termination and any junior to him was retained in service and still working with the management. The workman is not entitled to any relief. The reference is accordingly answered that the action of the management of Pb. & Sind Bank Karnal in terminating the services of Shri Mahabir Singh, Peon is legal and justified. Central Government be approached for publication of award, and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2009

का.आ. 1259.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 97/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/105/91-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 17th April, 2009

S.O. 1259.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 97/91) of the Central Government Industrial Tribunal No. 1, Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 16-04-2009.

[No. L-12012/105/91-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH****Case No. I.D. 97/91**Shri Sunil Kumar Kakra S/o Late Shri Vishesh Nath
Kakra, B-I-1155/3, Vishnupuri, Street No. 4, Civil Lines,
Ludhiana

.....Applicant

Versus

Zonal Manager, Punjab National Bank, Feroze Gandhi Market, Ludhiana (Punjab).

.....Respondent

APPEARANCES

For the Workman : Sh. B.N. Sehgal
For the Management : Sri N. K. Zakhmi

AWARD

Passed on 22nd January, 2009

Government of India vide Notification No. 12012/105/91-IR (B-II), New Delhi, dated 26th July, 1991, has referred the following industrial dispute to this Tribunal for judicial adjudication :—

“Whether the action of the management of Punjab National Bank in dismissing Sh. Sunil Kumar Kakra, Teller from the service of the bank is justified? If not, to what relief is the workman entitled?”

As per the pleadings of parties, workman Sh. Kakra was charge sheeted on account of fraudulent withdrawal of on amount of Rs. 7,000/- from the account of Mrs. Santosh account holder of SF Account No. 25278 on 7 different dates and received the payment under the fictitious name of Tejinder Kumar, Lala Lal, Mantosh Kumar and Pankaj Kumar by writing these names in his own hand writing.

The workman replied the charge sheet and dissatisfying with the reply, the disciplinary authority appointed a departmental enquiry. Enquiry officer was appointed. After conducting the enquiry, he submitted his report. Disciplinary authority, after hearing the so called opportunity of being heard awarded the punishment of dismissal of the workman from the services. The workman preferred an appeal which was dismissed. Thereafter, he raised an industrial dispute and on failure of the conciliation report, this reference. During the arguments, it came to the notice of this Tribunal that the enquiry was not conducted in a fair, proper and reasonable manner by the enquiry officer. It was also observed by this Tribunal that there had been a violation of principles of natural justice by the enquiry officer and disciplinary authority while conducting enquiry and punishing the workman. Accordingly, vide order dated 5-8-08, entire enquiry proceedings, enquiry report and punishment awarded to the workman were set aside. This Tribunal vide order 25-8-08 ordered for holding the enquiry under the provisions of Industrial Disputes Act. Accordingly, on the charges leveled against the workman, enquiry was conducted by this Tribunal. Smt. Santosh was examined as MW2, Sh. K.N. Khandelwal, as MW1 and the statement of ASI Rounki Ram was recorded as MW3 in open Court on oath. Copies of following documents were also filed and proved before this Tribunal:-

1. Copy of FIR recorded against the workman under Section 467, 468, 471, 409 and 420 of IPC by the management of the bank for alleged fraudulent withdrawal.
2. Copies of all the 7 withdrawal forms through which money is said to be withdrawn by the workman

from the bank. The withdrawal forms also bear the alleged false signatures of Smt. Santosh.

3. Copy of the order dated 28-10-96 passed by Session Judge Ludhiana.
4. Copy of the order dated 17-11-86 passed by the Session Judge Ludhiana on bail application of the workman.

On behalf of the workman statement of workman was recorded as WW1.

I have heard learned counsels for the parties and perused entire materials on record. Learned counsel for the management has argued that by the statement of Smt. Santosh, it is proved by the management that an amount of Rs. 7,000/- on different dates was fraudulently withdrawn by some one from her account. She has also proved that complaint was filed for such fraudulent withdrawals. It is also alleged by learned counsel for the management that as originals were given to the investigating officer and the same are not traceable, the photocopies of the documents shall be read over as such. The photocopies of the originals have been proved by MW3. It is further argued by learned counsel for the management that in the order passed by the Sessions Judge, on bail application of the workman, it is clearly mentioned that the petitioner (workman) has deposited the entire amount. On the basis of above arguments, learned counsel for the management has alleged that circumstances proved 'beyond doubt' that workman fraudulently withdrew an amount of Rs. 7,000/- from the account of Smt. Santosh and on her complaint, he returned the same. Thus, the fraudulent withdrawal of amount is well proved and the punishment of dismissal from the service is the appropriate punishment for such a misconduct.

Learned counsel for the workman has pointed out the following circumstances by stating that act of fraudulently withdrawal of amount is not proved against the workman. Learned counsel has mentioned three instances which for him make entire story doubtful.

1. Original documents have not been placed before this Tribunal and the photocopies of the originals cannot be read into evidence.
2. Workman deposited the amount under pressure to prevent himself from the harassment of the Court and judicial proceedings.
3. Lost of documents has not been proved properly by the management. The investigating officer is no more and was not available to this Tribunal for disclosing the fact of getting the original documents and retaining them.

Learned counsel for the workman has also relied the following case laws:-

1. Makhan Singh vs. Narain Pura Cooperative Agricultural Services RSJ (1950-1988) 342.
2. Sh. Narendra Mahajan Narain vs. United India Insurance Company Ltd 2006 (2SCT-447).
3. Neeta Kaplish vs. Presiding Officer Labour Court 1999 (1) SCT 203.

I have gone through all the case laws referred by learned counsel for the workman. After considering all the facts and circumstances of the case and evidence, oral and documentary, I am drawing the following inference which is established by the said evidence.

1. Smt. Santosh filed and proved a complaint that Rs. 7,000/- was withdrawn on different dates from her Saving Bank A/c. No. 25278 maintained in Civil Line Branch of Punjab National Bank at Ludhiana. Smt. Santosh was not available to the enquiry officer while conducting the enquiry but as enquiry proceedings, enquiry report and findings of the enquiry had been set aside by this Tribunal that is of no use. On special efforts taken by this Tribunal, presence of Smt. Santosh was ensured and she has proved the fact that Rs. 7,000/- was withdrawn by some one from his account. She has also proved that she lodged a complaint on 17-3-86.
2. Sh. K.N. Khandelwal categorically stated how the amount of Rs. 7,000 was withdrawn fraudulently from the account of Smt. Santosh an account holder of the bank account No. 25278. It is also proved by Sh. Kailash Nath Khandelwal, MW1 that Rs. 4200/- was deposited in account No. 25278 in the name of Pankaj.
3. MW1, Sh. Khandelwal, has also proved that an FIR was lodged against the workman and police investigated the matter.
4. It is also proved by MW1, Sh. Khandelwal, that original record, photocopies of whom have been filed by him, were given to the investigating officer, ASI Late Sh. Amar Singh, the then investigating officer. Originals were not returned to the management of the bank and are still lying with the police.
5. It is also proved by MW1 Sh. Khandiwal that workman moved a bail application before the Sessions Judge and he was released on bail on the contention that he has deposited entire 7,000/- rupees.
6. MW3 ASI Rounki Ram, has proved that ASI Amar Singh, the then investigating officer in the case reported by the management of bank is no more. He has been posted with late Sh. Amar Singh. He identified his writing and signatures.
7. MW3, ASI Rounki Ram has also proved that originals of all the vouchers which have been filed by the management were received by ASI Amar Singh. The photocopies, which are part of the record, were retained by the management of bank bears the endorsement of late Sh. Amar Singh.

The above mentioned facts prove complete act and story that an amount of Rs. 7,000/- was withdrawn from the account of Smt. Santosh on different dates and was received by some one in different names. The above mentioned facts also proved that the workman deposited that amount

into the account and he was released on bail on his assurance given to the Session Court that he has deposited the entire amount. No doubt, later on he has stated that he deposited the amount under coercion, but he was unable to prove coercion. After the FIR for alleged misconduct was lodged against the workman, the matter was in the hands of Police Administration and the judiciary. There was no occasion for the management of the bank to apply any coercion. Thus, the story of depositing entire amount under coercion of the bank is not reliable. Order of the Sessions Judge, Ludhiana which is on record, and admitted to the workman, clearly established that the workman has deposited entire 7,000 rupees. It proved that it was only Sh. Sunil Kumar Kakara who withdrew the amount and deposited the same after his misconduct was brought into action.

So far as the photocopies of the documents are concerned, I am of the view that considering the nature of proceedings before the Tribunal they should be read over in evidence. In Makhan Singh's case (supra) Hon'ble the Apex Court has not relied upon the photocopies filed before the Labour Court on the ground that reason for filing photocopies were not mentioned. In this case, the management has not only mentioned the reasons for incapability of filing the originals but has proved the same. MW3, Sh. Rounki Ram, has proved the writing of late Sh. ASI Amar Singh who has received the originals and the same were misplaced from the police station. Thus, the originals were not within the custody of the management of the bank throughout and it cannot be expected from the management to file the same. Under such circumstances photocopies filed by the management are reliable.

The nature of proceedings before the Tribunal and departmental Proceedings are quite different. Provisions of evidence are not attracted. Even a hearsay evidence, if has close nexus with the circumstances proving the misconduct can be relied upon on the condition that it should be credible and reliable.

Again, if documentary and oral evidence is taken together, it is clear that he is only workman who has fraudulently withdrawn the amount from the account of Smt. Santosh and has deposited on action taken by the management of the bank. Thus, the charge leveled against the workman is proved.

Narendra Mahajan Arai's (supra) relied by the workman is not also applicable in this present case because the facts are absolutely different. In the said case, Hon'ble the Apex Court has settled the law on the powers of Appellate Court on judicial review. The view laid down by Hon'ble the Apex Court in Neeta Kaplish's case (supra) is relied by me in this case. Management, in this case has adduced the oral evidence and filed documentary evidence on the basis of which I am adjudicating that management has proved the misconduct of the workman.

The workman was working in a financial institution like bank where a highest degree of integrity and honesty is required. If any person is lacking it, it will result in the loss of faith of the bank in the workman and the public at

large in the institution of bank. Such an employee has no right to remain in the bank. Accordingly, the dismissal of the workman on the basis of misconduct committed and proved is proportionate to the committed misconduct and no interference is called for. The reference is, accordingly, answered. Central Government be informed for publication of award. Thereafter file be consigned.

G K. SHARMA, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2009

का.आ. 1260.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पूना, महाराष्ट्र के पंचाट (संदर्भ संख्या 11/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-4-2009 को प्राप्त हुआ था।

[सं. एल-12011/23/2007-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 17th April, 2009

S.O. 1260.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2007) of the Industrial Tribunal, Pune now as shown in the Annexure, in the Industrial dispute between the employees in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 16-04-2009.

[No. L-12011/23/2007-IR (B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE

**BEFORE SHRI S.K. DESHPANDE, INDUSTRIAL
TRIBUNAL, PUNE**

Reference (IT) No. 11 of 2007

The Senior Regional Manager,
Punjab National Bank,
Aurora Towers, Pune Camp Branch
Pune-411001First Party

AND

The General Secretary,
Punjab National Bank Karmachari Sena,
PNB House, Fort,
Mumbai-400001Second Party

In the matter of : Dismissal from service without notice

Appearances : None present for the Second Party.

AWARD

Date : 31/1/2009

1. This is a reference made Ministry of Labour, New Delhi vide order dtd. 13-08-2007 in exercise of power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 in respect of dispute between Punjab National Bank and Punjab National Bank Karmachari Sena over the demand as mentioned in the Schedule appended to the order of reference, for adjudication to this Tribunal.

2. Perused the case papers. It seems that notice was sent to the second party returnable on 3-10-2007 however, in spite of service the second party did not appear before the Court. Thereafter the notice was reissued to the second party returnable on 15-7-2008 however, though notice was served but the second party remained absent before the Court. In absence of the second party, there is no Statement of Claim and Court cannot proceed further with the reference. In view of this the reference is disposed of for want of prosecution. No order as to costs.

3. In the result, I proceed to pass the following Award.

AWARD

1. The reference is answered in the negative.
2. The second party is not entitled for the relief as claimed.
3. No order as to costs.
4. The copy be sent for publication.

Pune :

Date : 31-1-2009.

SHRIKANT K. DESHPANDE
Industrial Tribunal

नई दिल्ली, 17 अप्रैल, 2009.

का.आ. 1261.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कीरानुर ग्रेफाइट माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई, के पंचाट (संदर्भ संख्या 49/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-2009 को प्राप्त हुआ था।

[सं. एल-43012/3/2007-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th April, 2009

S.O. 1261.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2007) of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Keeranur Graphite Mines and their workman, which was received by the Central Government on 17-4-2009.

[No. L-43012/3/2007-IR (M)]

KAMAL BAKHRU, Desk Office

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Tuesday, the 31st March, 2009

Present : A.N. Janardanan, Presiding Officer
Industrial Dispute No. 49/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section(1) and sub-section 2 (A) of Section 10 of

the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Keeranur Graphite Mines and their Workman)

BETWEEN

Smt. S.Kali

Petitioner/1st Party

Vs.

The General Manager
Keeranur Graphite Mines
168, EVR Nagar, Thiruvallaikoil
Trichy-5

Respondent/2nd Party

APPEARANCE

For the Petitioner : M/s K.M.Ramesh
For the Management : Sri I. Anaiyappan
P. Nehru

AWARD

The Central Government, Ministry of Labour vide its Order No. L-43012/3/2007-IR (M) dated 3-9-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the claim of Smt. S.Kali for restatement into service w.e.f. 1-04-2006 of the Management of Keeranur Graphite Mines. Trichy is legal and justified? If not, to what relief the workman is entitled?"

2. Taking the reference in file as ID 49/2007, both parties entered appearance pursuant to notice through advocates and filed their Claim and Counter Statement as the case may be.

3. A reading of Claims Statement in a nutshell is as follows :

The petitioner Kali claims to be a workman under the Respondent for the last 18 years, her last drawn daily wage was Rs. 74/- and she is a member of CIU Union. The Respondent/Management unjustifiably refused to assign work to her from April, 2006. Her wage for March, 2006 have not been paid in spite of repeated representations for reinstatement. The Respondent/Management compelled her and other workmen to resign from service on VRS. The management paid wages only for 14 days though she worked for 19 days in March, 2006 leaving the balance wages for 5 days unpaid. She did not resign the job and an ID was raised for the denial of work. The same failed and thus the reference has been made to this Court. The action of the Management is illegal. She worked for more than 240 days in each Calendar Year. She was not given one months notice or one months pay for compensation in violation of Section -25 of the ID Act. Her juniors have been retained in service thus violating Section-25 G of the Industrial Disputes Act. It is prayed that the reference may be answered in her favour.

4. The Respondent in his Counter Statement contended as follows :

The petitioner was neither terminated nor dismissed. She is not entitled to raise any Industrial Dispute. The Respondent did not refuse to assign work to her or to pay wages for March, 2006. She was not turning up for work from March, 2006. The Respondent did not compel her to retire voluntarily or to resign. She was given wages for the day she worked. The Respondent is ready to provide employment to her. It is denied that she worked continuously without break for more than 240 days in each Calendar Year. She is not entitled one months notice or pay in lieu of notice. The Respondent did not violate Section-25F or Section 25G provisions of the ID Act. There is no victimization or unfair labour practice on the part of the Respondent. The claim may be dismissed.

5. Points for determination are:

(i) Whether the petitioner's claim for reinstatement in the service of the Respondent Management is legal and justified?

(ii) If not to what relief the workman is entitled?

Point No. 1 & 2

6. When the matter stood for consideration the parties filed a joint memo signed by each recording settlement conditions under which the dispute is sought to be withdrawn. They, inter-alia include forbearance to make a request for any further employment, salary dues, bonus, overtime allowance, dues etc. in consideration of settlement of such claims for a sum of Rs. 20,000/- towards full and final settlement of all her claims. The petitioner also agreed to disown any master-servant relationship with the Management and also not to raise any Industrial Dispute against the Respondent. She also agreed to withdraw the pending ID No. 49/2007. Both the parties have signed in the joint memo and an award is sought to be passed in terms thereof. The joint memo is recorded.

5. Discernibly, the joint memo and the settled terms thereunder are to the benefit of the petitioner so much so an award is passed in terms of the joint memo and the same is ordered to form part of the record.

6. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 31st March, 2009).

A.N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner : None

For the II Party/Management: None

Documents Marked :

On the Petitioner's side

Ex. No.	Date	Description
		Nil

Nil

On the Management's side

Ex. No.	Date	Description
		Nil

Nil

नई दिल्ली, 17 अप्रैल, 2009

का.आ. 1262.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथोरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- II, नई दिल्ली के पंचाट (संदर्भ संख्या 113/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-2009 को प्राप्त हुआ था।

[सं. एल-11011/9/2003-आई.आर. (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th April, 2009

S.O. 1262.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 113/2003) of the Central Government Industrial Tribunal/Labour Court No. II, New Delhi now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 17-04-2009.

[No. L-11011/9/2003-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE SHRI SATNAM SINGH: PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. II, ROOM
NO. 33, KARKARDOOMA COURT COMPLEX,
GROUND FLOOR, DELHI**

I.D. No. 113/2003 Dated: 27-2-2009

In the matter of dispute between :

Shri Behari Lal and Others
Through Senior Working General Secretary,
Airport Employees Union,
3 V.P. House,
Rafi Marg, New Delhi-110001 Workman

Versus

The General Manager (Admn. II),
IAD Operational Office,
Gurgaon Road,
Rangpuri, New Delhi. Management

AWARD

The Central Government Ministry of Labour vide Order No. L-11011/9/2003-IR (M) dated 29-7-2003 has referred the following industrial dispute to this Tribunal for adjudication:—

1599 GI/09—23

"Whether the action of the Management of Airport Authority of India, New Delhi in not regularizing the services of Shri Bihari Lal and 47 other is just, fair and legal?" If not, to what relief the concerned workmen are entitled and from which date?"

2. None is appearing from the side of the workmen for the last so many dates of hearing. It is thus evident that the workmen are no longer interest in the outcome of the reference. Hence No Dispute Award is passed in this case and file be consigned to record room.

Dated: 27-2-2009 SATNAM SINGH, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2009

का.आ. 1263.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/44/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-2009 को प्राप्त हुआ था।

[सं. एल-30011/59/1999-आई.आर. (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th April, 2009

S.O. 1263.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/44/2000) of the Central Government Industrial Tribunal/Labour Court No.2, Mumbai now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of ONGC Ltd. and their workman, which was received by the Central Government on 17-04-2009.

[No. L-30011/59/1999-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2 MUMBAI**

PRESENT

A. A. LAD, Presiding Officer

Reference No. CGIT-2/44 of 2000

Employers in Relation to the Management of Oil &
Natural Gas Corporation Ltd.

The Regional Director (MRBC),
Vasudara Bhavan, Bandra (E),
Mumbai-400051.

First Party

V/s.

Their Workmen

1. The General Secretary,
Nhava Seva Port & General Workers' Union,
Port Trust Kamgar Sadan,
Nawab Tank Road, Mazgaon,
Mumbai-400010.

— Second Party

APPEARANCE

For the Employer: S/Shri G.D. Talreja,
S.A. Patil, Representatives
of the Management.

For the Workmen: Shri Jaiprakash Sawant,
Representative of Union,

Date of reserving the Award : 22-8-2008

Date of Passing the Award : 19-2-2009.

AWARD

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. L-30011/59/99/IR (M) dated 24th February, 2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of ONGC Ltd. , Mumbai, in not regularizing the services of Mr. Ajit More, Mr. Dilip Joma Sheike, Mr. Ravinder K. Gharat and Mr. S. Sudalaikan is legal and justified? If not, to what relief the workmen are entitled?"

2. Claim Statement is filed by the 2nd Party under the signature of the Vice President, Nhava Sheva Port & General Workers Union at Exhibit 9 making out the case that, the concerned workmen, who are at Serial Nos. 1 to 4 in the Schedule to the Statement of Claim, were employed for the work of the Oil & Natural Gas Corporation Ltd. (ONGC) in connection with operation and maintenance of base repair facility at Nhava Supply Base of ONGC through Contractor M/s. United Van Der Horst Ltd. The said work was of the nature of Instrumentation Technician & Helper. According to Union said Workmen are entitled for employment of the 1st Party. It is further contended by the Union that, these four workmen raised dispute with ONGC relating to their regularization in the employment of the 1st Party. It is stated that, these four workmen were working on the premises of the ONGC. They were working under the control and supervision of the officers of the ONGC. It is stated that, though they are shown as Contract workers there are no real contractors. The contractor is a mere nomenclature. Though contractor was name but work of these four concerned workmen was closely supervised

by the officers of the ONGC. Even their wages are paid by ONGC. It is prayed that, since the work for ONGC and work which they were doing was of perennial nature connected with the activities of the 1st Party, they request to regularize them in the employment of the 1st Party.

3. It is stated that, these four workmen viz. Ajit More, Dilip Joma Shelke, Ravindra Kamalakar Gharat and S. Sudalaikan were working with 1st Party from May, 1997. They worked till 23-4-1999. However, without any reason they were discontinued. So it is prayed that, they be regularized and reinstated in the services of the 1st Party with full back wages.

4. This is disputed by the 1st Party by filing Written Statement at Exhibit 15 making out the case that, the Reference is not maintainable in the present form. It is stated that, the vague, general allegations are made by the Union regarding employment of these four concerned workmen who are involved in the Reference. It is stated by the 1st Party that, Industrial Disputes Act, 1947 does not recognize tripartite relationship of Principal Employer, Contractor and Contract workmen. It is stated that, the Reference is bad for non-joinder of necessary and proper parties since Contractor is not made a party. It is stated that, there is no 'employee and employer' relationship between these four workmen and 1st Party. It is stated that, these 4 workmen were working with M/s. United Van Der Horst Ltd. who is the contractor working for 1st Party. said contract has come to an end by efflux of time i.e. on 22-5-1999. It is stated that, since contract with M/s. United Van Der Horst Ltd. came to an end on 22-5-1999 question does not arise to allow these workmen to work on the premises of the 1st Party since contractor through whom they were working has lost his contract by efflux of time. It is stated that, these four concerned workmen were never employed by 1st Party. They are not concerned with the 1st Party. There are Rules & Regulations to take persons in the employment of the 1st Party. Unless and until those are followed one cannot be recruited as employees on the establishment of the 1st Party. It is stated that, Contractor by name M/s. United Van Der Horst Ltd. is a public limited Company. He is a job contractor of the 1st Party. Contract was entered into with the said Contractor between him and the 1st Party for a period of two years and as a result of that work was given to the said Contractor from 22-5-1997.

5. It is denied that, there was no contract. It is denied that, the contract was sham, bogus and camouflage. It is denied that, these 4 concerned workmen are workmen of the 1st Party. It is stated that, only because they work on the premises of the 1st Party and attend the work of the 1st Party does not permit them to claim employment with the 1st Party. It is stated that, since the

said work could not be allotted to 1st Party on contract basis and since there was no abolition of contract labour to engage in that field, it is stated that, workmen engaged by contractor to work for 1st Party involved in the Reference was legal decision taken by the 1st Party and on which employees involved in the Reference cannot claim permanency in the establishment of the 1st Party. It is stated that, the Reference to regularize these four concerned workmen be rejected.

6. 2nd Party filed rejoinder at Exhibit 16 denying the case of the 1st Party and making out the case that, the case made out by the concerned workmen, through Union be accepted as it is just and proper.

7. In view of the above pleadings Issues were framed by my Ld. Predecessor at Exhibit 17 which I answer as under:

ISSUES	FINDINGS
1. Whether Management Praves that no relationship of employer and Employee exists between the parties?	Yes
2. Whether the action of the Management of ONGC Ltd., Mumbai in not regularizing the services of Mr. Ajit More, Mr. Dilip Jome Shelke, Mr. Ravindra K. Gharat, and Mr. S. Sudalaikan is legal and proper?	No
3. What relief these workmen Are entitled to ?	As per Order below.

REASONS:

ISSUES 1 TO 3:

8. By this Reference Vice President of Nhava Sheva Port & General Workers Union to make out the case that, the concerned workmen viz. Mr. Ajit More, Mr. Dilip Jome Shelke, Revindra K. Gharat, and Mr. S. Sudalaikan were working with the 1st Party through Contractor but they were really working with the 1st Party. They were working on the premises of the 1st Party.

They were doing work of the 1st Party. They were working under the control and supervision of the officers of the 1st Party. The contractor shown, through whom these concerned workmen were working were sham, bogus and comouflage contractor just to deprive the claim of the workmen to claim them permanency and benefits of permanent employees of the 1st Party. This is disputed by the 1st Party stating that, contract labour workers were allowed in the field where these four concerned workmen

were working. They were working through contractor. There was genuine contract entered into between 1st Party and M/s. United Van Der Horst Ltd. They worked for said contractor. Said contractor was having contract labour licence. He was having experience. These four concerned workmen were working through said contractor. Contract was genuine and Contractor was paying their wages, after deducting the Provident Fund and other necessary charges.

9. To prove that, 2nd Party placed reliance on the affidavit filed by Vice President, Shri Jaiprakash Sawant at Exhibit 26, in lieu of examination-in-chief who narrated the story as stated above and stated that, these four concerned workmen are workers of ONGC and not of the contractor. He reiterates that contractor was bogus and camouflage and these concerned workmen were working for the 1st Party. In the cross he states that, workers involved in the Reference were engaged through contractor M/s. Van Der Horst Ltd. He admits that, said contractor is not party in the reference. He admits that, wages of these 4 concerned workmen were paid by the Contractor. He admits that, he unable to name the officers of the 1st Party who were recording the attendance of these 4 concerned workmen. He admit that, said workers were not in the employment of the 1st Party. He admits that, of present these 4 concerned workmen are not in the employment of the 1st Party neither through the contractor nor any other person after 24-5-99. When question was put to him:

Q: "Who terminated the workers under reference?"

To which he replied:

Ans: "By management of ONGC"

In the next sentence he states that:

"Their services were terminated orally."

Then he states that, he has no evidence to give name of the officer who terminated the services of these 4 workmen. He admits that, contractor was giving payment to these 4 workers after deducting the Provident Fund contributions and remitting to the P.F. authorities. He admits that, the work which these workers were doing is done by other workers. He admits that, he did not know who is doing the work of these 4 workmen in their absence. He admits that, he do not know whether work of repairing was given to the contractor. Even he states that, he has no idea whether the Management used to get the work of repairing done through various contractors. He admits that, he has no personal knowledge about the actual work carried out by these workmen in Nhava Supply Base of ONGC. He admits that, he has no personal knowledge about educational qualifications of these 4 workmen

involved in the reference. He also admits that, he has no idea whether such type of work is attended by regular employees which was attended by these 4 concerned workman involved in the reference.

10. Besides this evidence Union examined Sameer Ranjan Das, at Exhibit 43, officer of the 1st Party who states that, he was working as Chargeman at Shed No. 14, Base Repair Facility of ONGC. He admits that, He knows these 4 concerned workmen involved in the reference. He admits that, these workers were working in the said Shed No. 14, Base Repair Facility of ONGC. He also admits that, the work which was done by these 4 workers was assigned by superior officers of ONGC. He admits that, ONGC used to maintain a register regarding the job assigned to his department. He states that, these 4 workmen involved in the reference were attending work order ordered by superiors. He used to sign the register regarding work done by them. He admits that he has signed against their signatures. In the cross this fellow states that, ONGC had given contract to M/s. United Van Der Horst Ltd. He states that, these 4 workmen involved in the Reference were working under the said Contractor. He admits that, payment was made to these 4 workmen by the said contractor after deducting Provident Fund and it was being deposited with the PF Commissioner by the said contractor. He states that, the job which was done by these 4 workmen, through the said contractor, at the base facility, is now closed.

11. Then Union examined Dilip Shelke by filing his affidavit, at Exhibit 45, in lieu of his examination-in-chief who deposed as deposed by the Vice President of the Union. In the cross he admits that, he has no idea whether said work was given on contract by ONGC. He states that, he was terminated by the Contractor, copy of his termination notice is produced by him at Exhibit 46. On that Union closed evidence by filing Exhibit 45.

12. Against that, 1st Party examined Sanjay Kumar Mishra by filing his affidavit, at Exhibit 50, in lieu of his examination-in-chief, who states that, there was a contract between ONGC and United Van Der Horst Ltd., copy of which is produced with the tender document dated 8-11-1996 at Serial No. 1 of documents filed by ONGC. He states that, M/s. United Van Der Horst Ltd. is a public limited Company with whom 1st Party has entered into agreement. By the said agreement job contract was given to the said Company who engaged these 4 concerned workmen and who were working on the premises of ONGC through M/s. United Van Der Horst Ltd. who is an independent contractor. He states that copy of said contract is produced. Document dated 8-11-1996 is signed by Basant Kumar Deputy Superintending Engineer (Electrical) for ONGC and the said contractor, which was a genuine contract. Period of the said contract was for two years. He contends that, after efflux of time of contract

the contract comes to an end and as a result of that, these four workers involved in the Reference who were working with the said contractor, ceased their work with the said contractor. In the cross no specific question is put about contract entered into between M/s. United Van Der Horst Ltd. and ONGC. No specific case is made out in the cross. On that 1st Party closed evidence.

13. Written arguments were submitted by 2nd Party at Exhibit 51 and it was replied by 1st Party by submitting written arguments at Exhibit 53.

14. Evidence brought on record by the Union by examining 3 witnesses who deposed on the same lines stating that, workmen involved in the reference worked for 1st Party. Union made out the case, through these witnesses, that these 4 concerned workmen were working on the premises of the 1st Party and their work was supervised by the officers of the 1st Party. However, in the evidence name of such officer who was supervising their work is not brought on record to show that particular officer of the ONGC was supervising the work of these 4 concerned workmen. Against that, 1st Party succeeds in bringing on record copy of the contract, with Exhibit 25, dated 8-11-1996. 1st Party has also produced copy of work order dated 17-3-1995. It is the case of the 1st Party, on oath, that, tender of contract was signed on behalf of the 1st Party and the contractor. As far as tender of this contract is concerned Union has not raised any dispute. Even Union did not dispute about the work order produced by the 1st Party. Union is silent about copy of the agreement signed between 1st Party and M/s. United Van Der Horst Ltd. produced with Exhibit 25. When stand of the 1st Party on oath is that, there was a tender document for contract for operation and maintenance for Base repairs facility at ONGC, Nhava and when document was produced on which there is no cross in my considered view, we have to accept that there were such documents and as a result of said documents work was assigned to M/s. United Van Der Horst Ltd. Moreover, Union through its Vice President who is an Advocate examined himself at Exhibit 26, in these proceedings, unable to give name of the officer of the 1st Party who terminated the services of these 4 concerned workmen. On the contrary witness of the Union has produced termination order precisely by witness Dilip Joma Shelke at Exhibit 46. However, said order which at Exhibit 46 is order of M/s. United Van Der Horst Ltd. i.e. of contractor who informed concerned workmen that, the contract of Operation and Maintenance of Base Repair Facility, Nhava is to be expired on 22-5-1999 and he was informed not to report thereafter. This itself shows that, his services were terminated by the said Contractor and not by any officer of the ONGC as stated by the Vice President of the Union who is an Advocate. Moreover, no specific case is brought on record by 2nd Party Union to show that, work of these 4 concerned workmen was

supervised by the officers of the 1st Party and were under the control of the 1st Party. On the contrary evidence brought on record by the 1st Party reveals that, these 4 concerned workmen involved in the reference were working with the contractor and there was contract which was genuine and not bogus and camouflage as claimed by the union.

15. So evidence brought on record does not permit me to accept that, the contractor through which these 4 concerned workmen were working was bogus, sham and camouflage as alleged by the Union. Besides Union has not examined said contractor to show that, he was name lender contractor as alleged by the Union. Besides said contractor is not party in the proceedings. Even Union did not press to implead said contractor in the proceedings to bring truth on the record.

16. Besides 2nd Party relied on the citations precisely:

- (i) citation published in AIR 1978 SC page 1410 of Apex Court in the case of Hassainbhai vs Alath Factory Thozhilali Union and ors.

Cannot be disputed as far as ratio laid down in it is concerned.

- (ii) Citation published in 2003 II CLR page 418 of High Court of Jharkhand in the case of Management of Angarpathra Colliery of Bharat Coal Ltd. v/s. Presiding Officer, Central Government Industrial Tribunal No. (2).

Cannot be made applicable in this case since in that case there was evidence to conclude that, the contract was camouflage and not genuine. In the instant case no evidence is brought on record by the Union to prove that the contract was sham, bogus and camouflage.

- (iii) Citation published in 1999 (3) SCC page 959 of Apex Court in the case of Secretary, Haryana State Electricity Board v/s. Suresh & Ors. where Apex Court observed that, if workmen work for 240 days in a year can claim permanency with the employer.

But here in the instant case said analogy cannot be applied since concerned workmen involved in the reference worked for the contractor. 2nd Party has not proved that, these workmen worked for 1st Party. On the contrary evidence brought on record reveals that, these workmen were working for contractor though they work on the floor of the 1st Party and for the 1st Party.

- (vi) Citation published in 1995 ICRL page 529 of Kerala High Court in the case of Kerala State Coir Corporation Ltd. V/s. Industrial Tribunal.

Also does not apply to this case since facts of that case are different than the facts of this case.

Case laws referred by 1st Party more precisely important judgements :

- (i) Citation published in 2001 AIR (SC) page 3527 of Apex Court in the case of Steel Authority of India Ltd. v/s National Union Water Front Workers.

Which is parameter in deciding who is the contract labour and

- (ii) Citation published in 2006 AIR (SC) page 1806 of Apex Court in the case of Secretary State of Karnataka V/s. Umadevi.

Where guidelines are laid down in which case contractual employee like these workmen can claim permanency and it does not permit 2nd Party to claim permanency of these workmen involved in the reference with 1st Party.

- (iii) Citation published in 2008 (116) FLR page 979 in the case of G.M. Tanda. Thermal Power project v/s. Jaiprakash Srivastava,

- (iv) Citation published in 1974 1 LLJ page 404 of Calcutta High Court in the case of West Bengal Press Workers and Employees Union v/s. Eighth Industrial Tribunal and Ors.

- (v) Citation published in 1979 AIR (SC) page 1356 of Apex Court in the case of Pottery Mazdoor Panchayat v/s. Perfect Pottery Company Limited;

are not applicable to the facts of this case.

17. If we consider all this coupled with the case made out by both I am of the considered view that Union failed to show that, these 4 workers involved in the Reference are workmen of 1st Party and they are entitled for regularization in the establishment of the 1st Party since they work as employees of the 1st Party. So I answer these issues accordingly and passes the following order :

ORDER

Reference is rejected With no order as to its costs.

Bombay,

19-2-2009

A. A. LAD, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2009

का.आ. 1264.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखापत्तनम पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट [संदर्भ संख्या 72/2004] को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-2009 को प्राप्त हुआ था।

[सं. एल-34011/6/2002-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th April, 2009

S.O. 1264.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 72/2004] of the Central Government Industrial Tribunal/Labour Court Hyderabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Visakhapatnam Port Trust and their workman, which was received by the Central Government on 17-04-2009.

[No. L-34011/6/2002-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Shri Ved Prakash Gaur, Presiding Officer

Dated the 28th day of January, 2009

Industrial Dispute No. 72/2004

BETWEEN

The General Secretary,
Port & Dock Employees Association,
Rama Padma Nilayam 14-25-32 A, Bazar,
Maharanipeta,
Visakhapatnam-530002.

....Petitioner

AND

The Chairman,
Visakhapatnam Port Trust,
Port Area,
Visakhapatnam-530035.

.....Respondent

APPEARANCES

For the Patitioner : M/s. S. Rama Rao & D.
Jagannadha Murthy, Advocates
For the Respondent : Shri Alluri Krishnam Raju,
Advocate.

AWARD

The Government of India, Ministry of Labour by its order No. L-34011/6/2002-IR(M) dated 6-2-2003 referred the

following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to Industrial Tribunal-cum-Labour Court, Visakhapatnam and transferred to this tribunal in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 and renumbered in this Court as I.D.72/2004 between the management of Visakhapatnam Port Trust and their workman. The reference is,—

SCHEDULE

"Whether the action of the management of Visakhapatnam Port Trust in not regarding the employees working in the category of Operator-Grade I (Operations) in order Handling Complex (OHC) as a workman is legal and justified? If not, to what relief the Port & Dock Employees Association, Visakhapatnam is entitled?"

2. On the date of argument, Petitioner has moved a memo dated 21-10-2008 stating therein that Federation of the Trade Union at New Delhi raised an Industrial dispute before the Chief Labour Commissioner (C), New Delhi. During the conciliation held by CLC(C) with the Government of India, Government of India agreed to the demand of the Federation that age of superannuation be raised from 58 to 60 years and issued instructions to all the Ministries accordingly. As per the instructions of the Ministry of Surface Transport, the Respondent Management implemented the Government instructions and has raised the age of superannuation to 60 years w.e.f. 30-9-2007 and thus, this ID may be treated as closed. Hence, this memo.

3. Since the Government of India, Ministry of Surface Transport itself has raised the age of superannuation from 58 to 60 years w.e.f. 30-9-2007 which was the subject matter of this industrial dispute and Petitioner himself wants that the case be closed, in the light of instructions of Government of India, Ministry of Surface Transport, this case is closed. Accordingly an Award is being passed, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 28th day of January, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnessed examined for the Petitioner Witnesses examined for the Respondent

WW1 : Sri N. Suryanarayana MW1 Sri Muripinti Nooka
Rao Raju

Documents marked for the Petitioner

Ex. W1 : Copy of list of cadres of class-III employees covered under FR-56.

Ex. W2: Copy of letter dt. 8-1-1985 declaring some additional categories of workman.

Ex. W3: Copy of statement showing the allocation of supervisors of operation section w.e.f. 1-1-2003.

Documents marked for the Respondent

Ex. M1: Copy of Visakhapatnam Port Trust Employees (retirement) Regulations, 1989

Ex. M2: Copy of list of categories of workman.

नई दिल्ली, 17 अप्रैल, 2009

क्र.आ. 1265.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैंगनीज ओर इंडिया लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/69/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-2009 को प्राप्त हुआ था।

[सं. एल-27012/3/1995-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 17th April, 2009

S.O. 1265.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/69/2004) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Manganese Ore India Limited and their workmen, which was received by the Central Government on 17-04-2009.

[No. L-27012/3/95-IR (M)]
KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/69/04 Date 1-4-2009.

Petitioner/ : Smt. Naseem Ahmad,
Party No. 1 Wd./of late Sayed Irshad Ahmed
R/o. Plot No. 113, Adarsha Colony,
Jafar Nagar, Behind Police Line Takli,
Nagpur-440013.

Versus

Respondent/ : The Chairman-cum-Managing Director,
Party No. 2 Manganese Ore India Limited,
3, Mount Road Extn., Sadar,
Nagpur-440001.

AWARD

(Dated : 1st April, 2009)

1. The Central Government after satisfying the existence of dispute between Smt. Naseem Ahmad, Wd./of late Sayed Irshad Ahmed R/o. Plot No. 113, Adarsha Colony, Jafar Nagar, Behind Police Line Takli, Nagpur (Party No.1) and the Chairman-cum-Managing Director, Manganese Ore Ltd., 3, Mount Road Extn., Sadar, Nagpur (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-27012/3/95-IR (Misc.) dated 5-1-1996 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of the Manganese Ore (India) Ltd. Nagpur in terminating the services of Smt. Naseem Ahmed, a clerk Gr.-III w.e.f. 4/7-11-1994 is valid, proper and legal? If not, what relief the workman is entitled to?"

3. In response to the notice of this Tribunal on receipt of reference from the Central Government, the Petitioner by filling a statement of claim challenged the Order dt. 4-11-1994. According to her, she was appointed on compassionate ground after the death of her husband on her request. According to her she was appointed on probation at Beldongi Mines about 45 kms from Nagpur as a Clerk on 10-11-1992. The Beldongi Mines area being in thick forest, it was difficult and unsafe for her stay there and she requested the management to consider her posting in future nearby to Nagpur. She put her difficulties before the management. During the period of probation, her conduct was good, her work was also appreciated. The probationary period came to be expired on 9-11-1993, but the management decided to extend the period of probation by an Order dt. 1-11-1993 for further one year that Order was received to her on 23-11-1993 after expiry of probationary period. By letter dated 1-11-1993 she was transferred from Beldongi to Chikla Mines which more than 100 kms from Nagpur. She joined Chikla Mines on 27-11-1993. Her probationary period was again extended by an Order dt. 10-5-1994 for three months and again it was extended for 3 months from 9-8-1994. During her service she put 3 days at Chikla Mines and according to her she was seriously ill and constraint to proceed on medical leave. The Management terminated her services as indicated above w.e.f. 10-11-1994 and thus she had challenged the Order dt. 4-11-1994.

4. It is contended that the probationary period has already been completed by her on 9-11-1993 and she had become permanent employee of MOIL. Action of management in extending the period of probation on 3 occasions was unwarranted and illegal as per the provision of Model Standing Order. Her work was unblemished and therefore, the Order extending probationary period is illegal.

malafide and out of colourable exercise of the power. She had achieved the status of permanent employee from 9-11-1993 and she was entitled for the benefit and right applicable to the permanent employee. The management has terminated her services presuming that she was on probation and therefore it is illegal. It was without any inquiry, without calling any explanation and given reasonable opportunity of being heard. The Management has not issued required notice to the workman before termination. After termination she is unemployed. She has no other source of income and finally she has prayed. She should be reinstated with the continuity of the service and full back-wages. It is also contended that the management in discriminating between the employee one Smt. Warsha Naidu and she is posted at Nagpur. She has also completed one year of service in employment before termination. It was necessary to pay the retrenchment compensation which is also not paid and thus according to her, the termination is illegal. Finally she prayed direction to the management to reinstate her on the post of Clerk with full back wages and maintaining her seniority alongwith other service benefit. Moreover she has made one unique prayer requesting to direct the management to reinstate her as a Clerk in the city of Nagpur.

5. The respondent Management of Manganese Ore India Limited, Nagpur replied the statement of claim filing its WS. According to it, the late Irshad Ahmad was working as a Clerk Gr.-I and he died on one Sunday which was holiday and massive cardiac arrest. The Petitioner is wife of deceased Irshad and on her application though she was not entitled for the employment because her husband did not expire in the course of employment and the cause of death was not concern with the employment by giving sympathetic consideration. She was given an employment as a Clerk Gr.-III and was also posted in the nearest mines of the Company in Beladongri as a special case. In fact, in case of a dependent employment, the initial appointments are given only as piece-rated worker in the mines, but the applicant was considered for the post of Clerk Gr.-III. She was appointed with certain condition as a temporary on a probation period of one year from the date of taking the charge. She was also informed that the period of probation may be extended at the discretion of the management if her work found unsatisfactory. Her Headquarter was Beladongri Mines and she was liable to be transferred to any Mines Office of the Company at the discretion of the Management. The employees posted at mines normally avail the facilities of accommodation provided to them. However the Petitioner, as a special case, on her requests, was allowed to stay at her residence at Nagpur. She was attending the duties at the mines from her residence from Nagpur. She was always late in attending the office. She was not showing any interest. Despite of several verbal advices, she has not shown any improvement. Several oral warning were given to her and ultimately she was advised in writing to improve

her performance by the Chief of the Mines. Despite of it she did not improve herself and attended the office in time. It has resulted in a adverse effect on the other staff working in the office. It has caused the disturbance to the discipline of the mines. There were current complaints from the Union about her late attendance in the office with the allegation that the management was showing special consideration and favour to her. During the period of probation of one year from the date of her appointment, her performance was not upto the standard in attendance and performance of the other duties. The Management, instead of terminating here services, though her performance was poor, taking sympathetic view extended her probation period for 6 months. It was only with a view to give an opportunity to her and further watch her performance under a different controlling officers, she was transferred to Chikla Mine. Accordingly, she was relieved from Beladongri on 9-11-1993 and was asked to report for the duty at her new place. Both the letters were served on her but she refused to accept the same. Her colleague has reported her refusal under his report dated 9-11-1993. Ultimately, she reported duty at Chikla Mines on 27-11-1993, she worked for 3 days on 27th, 28th and 29th November, 1993 and applied for the leave of 6 days w.e.f. 30-11-1993 to 5-12-1993. She was to report pm 6-12-1993 to the duty. However, she overstayed and did not resume the duty on expiry of the sanctioned leave. She was simply extending her leave on the medical grounds. Subsequently she never reported for duty at Chikla Mines.

6. Further, it is contended that the Management has provided free medical aid to all the employee working in the organization. The company has the Office of the Chief (Medical Services) at Nagpur where medical treatments is given to all its employees. In case the specialized consultation, the cases are also referred to the concerned hospital by the Chief (Medical Services) of the company. The Petitioner though was staying at Nagpur permanently never approached the Company Medical Officer for the treatment which was available free of cost without any hardship. She was continuously sending here leave application on medical ground. The Superintendent of Mines advised her on 10-11-1994 to report for check up to the Chief (Medical Services), Nagpur, but she did not pay any heed. She has simply mentioned that she was advised to take the rest by the Medical Attendant from whom she was taking treatment.

7. Finally, by dated. 16-4-1994, the Management issued a letter to the Civil Surgeon to confirm about the certificate issued by him advising the rest but the Civil Surgeon did not response to this letter and thus according to it, the certificates are doubtful that they are not issued by the Civil Surgeon. According to it, the certificates are doubtful that they are not issued by the Civil Surgeon. According to the management she was submitting bogus certificates of the Civil Surgeon. She was again asked to

report to the Chief (Medical Services) for medical check up at Nagpur but she did not attend it. She did not work during the entire extended period of probation of 6 months from 11-11-1993. She did not work at her new place of posting and she has not obeyed the instructions issued to her to report to the Chief (Medical Services) of the Company for check up. The Management has again decided to extend the probation period for another 3 months w.e.f. 10-5-1994 to 9-8-1994. The Management has total manpower 9202 employees which include the 5478 piece rated workers and 3724 staff of the officers. There are so many lady employees including widows working at the mines and staying in Company's quarters with their children. Education facilities are also available at mines. However, the Petitioner was requesting for posting at corporate office at Nagpur which was not possible because there were several employees including ladies senior to her for the posting at corporate office at Nagpur. It was not possible for the management to discriminate among the other employees whose requests were pending. It was also not justified for the workmen to remain absent from duties for such a long period by giving the bogus reasons.

8. Again on 3-6-1994 the Petitioner applied alleging that she is under Ayurvedic treatment and she was not in a position to resume the duties. She has done it because the Civil Surgeon later on refused to issue certificate to her. In fact, it is doubtful that the Petitioner was suffering from any disease. She was not attending the duties because she was neither interested nor had any need of the service. Her probation period was again extended for more 3 months from 10-5-1994 despite the latter she failed to report the duties. Thus the Petitioner did not obey the instruction of the Management either of reporting for the duties or reporting to the Chief (Medical Services) for medical check and treatment. Finally she was intimated that on failure to report to the Chief (Medical Services), it will be presumed that she is not interested in the job and her services will be liable to be terminated under Clause I and II of the Terms and Service Conditions as mentioned in the offer of appointment. Despite of it and during the extended period of probation from 10-5-1994 to 10-8-1994 she did not show any improvement. The Management again taking a lenient view extended her probation period from 10-5-1994 to 9-8-1994 for more 3 months. However, she did not report the duties during the extended period. The Management after giving the detailed attendance record and particulars, certified by the Deputy Chief Engineer (Mines), Beladongri and attendance certificate issued by the Chief of mines of Chikla mines contended that she has no interest in working. She was absent from the duties for a long period that too during the probation period. Considering her unsatisfactory performance during the probation, the Management decided to terminate her services in the light of Clause-II and also under Clause 35 (B) (II) of the company standing orders. After paying the 14 days pay

in lieu of notices terminated her services, on the ground of unsatisfactory performance during the probation period. Since she was on probation, there was no need of either paying the compensation under Section 25 (F) or initiating any disciplinary action of domestic enquiry. The Management has prayed to reject her claim.

9. In order to prove the case, the Petitioner examined herself and on behalf of the Management Mr. Pagnis is examined. They both have stated their cases in their Affidavit and offered for the cross-examination. Beside the oral evidence the management as well as petitioner has also filed the certain documents in support of the oral evidence and their statements. From the cross-examination of the Petitioner, it seems that her husband died on Sunday due to the massive cardiac attack when they were on picnic. It is an undisputed that her husband's death was not at all connecting to the service i.e. any diseases arising out of her service or in any accident in the mines. It is also a fact that though she was not entitled for the appointment on compassionate ground, the management only out of sympathy that her husband died suddenly and she was in need of moral as well as financial support, giving sympathetic consideration she was appointed on probation for the period of one year.

10. It is also undisputed that her probation period was extended initially by 6 months and later on by 3 months on 2 occasions. It is also clear from the evidence as well as from the documents that the Petitioner attended her duties from Nagpur at Beladongri Mines. A special concession was given to her to reside at Nagpur instead of Beladongri, her place of work. However, she was not punctual in attendance and even her performance was not proper or even up to the mark. Therefore, her probation period was extended from time to time. For her attendance even the other employees had also started raising objection and even the Union has also taken issue with the allegation that the management was showing much favour to the Petitioner.

11. During the course of employment, she was transferred from Beladongri to Chikala mines. She joined at Chikala mines, worked for 3 days only and after filing an application for six days leave overstayed and started sending application after application for leave on the medical grounds. Further, it is also contended and undisputed that the Management has its own up to date hospitals at Nagpur itself for providing the free medical treatment to its workers. As per Rules or the certified standing orders, it is necessary for the workman to take the treatment from the Management's Hospital only. In case of prolonged illness or whenever it is necessary, the management's Medical Hospital refers the workmen to the specialist even as per choice of the workmen. In the present case, the Petitioner instead of appearing before the Manager (MEDICINE) of the management hospital started taking treatment at civil

hospital. In fact, there are no documents of the civil hospital except the certificates showing treatment given to her for a particular disease. The management from time to time informed the Petitioner to appear before the Medical Officer of the Management, but she never attended or turns to take medical treatment from the hospital of the management, and continued to send the certificate from the Civil Surgeon. At last the management requested the Civil Surgeon sending the copies of the certificates submitted by her alongwith her leave application to confirm whether those certificates were issued by him or from his office. It is pertinent to note that this letter was not replied by the Civil Surgeon but stopped issuing certificates. In this context, later on she submitted the certificate from the Ayurvedic Hospital contending that she was taking Ayurvedic treatment because she was suffering from Hepatitis and Jaundice which were curable only due to the Ayurvedic treatment. It is also the fact that after transfer to Chikala mines, she never attended office except initial 3 days. She was absent throughout the extended period of the probation. Later on the management terminated her services by giving 14 days pay w.e.f. 7-11-94. The same Order is under challenge in this reference. In the above context, it is necessary to consider the submission of the parties as well as to see whether the termination Order is valid or illegal.

12. Firstly, on behalf of the Petitioner, her Advocate submitted that her appointment was on probation with a certain condition. He has pointed out the Order and submitted that the Order is clearly providing termination only after one month notice. However, the management only by paying 15 days salary terminated the service of the Petitioner. According to him, the termination without one month's notice is illegal. The management ought to have paid one month's salary or issued one month's notice. No doubt, the appointment order indicates one month's notice on either side for termination or for giving up service is necessary, but the perusal of the standing orders as well as the evidence of the parties, it seems that the Petitioner has never completed probation period. She has raised the dispute and argued regarding completion of probation period, which will be dealt in later part, at present suffice to say that she has not completed her probation period and at the time of termination order she was never confirmed or her probation period not completed to the satisfaction of the management. Therefore, the termination even without notice, in my view was not at all wrong. Here it is with the notice of 15 days because she was paid the salary for the half month in lieu of notice. Therefore in my view, it will not affect the termination order on this ground. It cannot be held as illegal.

13. Her another submission is that the termination Order is stigmatic. Therefore, the notice was necessary. In fact, her termination is on the ground of absenteeism. It is pertinent to note that she never attended the office after she was transferred to Chikala mines. She was advised by

the office or management on many occasions for punctuality as well as for improvement in the work when she was working at Baladongri. She never attended the office except initial 3 days till date of her termination at Chikala mines. The order is also clear enough to indicate that it was simple order of termination without any allegation against her and therefore even in the view of the judgment cited by the Petitioner as well as by the management notice was not necessary. In my view, the notice was not necessary at all. No doubt the judgment cited by the Petitioner indicates that even during the probation period, the notice is necessary in case the termination is stigmatic. Here no specific allegations are made against the Petitioner except that of she was not attending duties punctually and advice to improve the work. This is based on record itself and therefore no inference can be drawn that the termination order is stigmatic.

14. Another point agitated by the Petitioner is that prior to the termination, an enquiry was necessary and without enquiry her termination is illegal. However, the submission has no force, in view of that the order is neither stigmatic nor it is a dismissal order. Therefore, her termination being during the probation period though extended from time to time and being without stigma, there was no need of even domestic enquiry. Undisputedly, the probation period was extended from time to time and the termination is during the extended period of probation. Therefore, in my view, the termination order without any domestic enquiry in the present case was proper. The enquiry was not at all needed. From the record it seems that she was habitually remaining absent even during the probation period. She was not even punctual in attending the office in time though the concession was given to her to attend the office from Nagpur. She has only to show and create the record joined at Chikala mines. Earlier to it she was attending the office without maintaining the punctuality at Beladongri mines and that was continued but as soon as she has been transferred to Chikala mines, she started sending applications for leave with the certificates of Civil Surgeon. She disobeyed the advice of the Superior Officer of the mines for appearing before the Medical Officer of the management. This act cannot be said to be inadvertent or without intension. She was getting the certificate from the Civil Surgeon showing that she has taken the treatment at Civil Hospital, Nagpur. I do not understand why she refused to appear before the Medical Officer of the management as advised by the Manager and continued to take the treatment at civil hospital if she was really suffering from any disease as alleged. If she had a faith in the treatment at Civil Hospital only, she could have requested the Chief Manager (Medicine) of the management to refer her case to him. On the letter of the management, the Civil Surgeon stopped issuing of the certificate and suddenly the Petitioner developed interest in taking Ayurvedic treatment. It is not a coincident but has a history of letter from the management to the Civil

Surgeon. She has submitted that the Hepatitis and Jaundice were the diseases which can be cured only by the Ayurvedic treatment. This cannot be a reason. It is not at all the case that there is no treatment for Jaundice or for Hepatitis in Allopathy. In fact, there is no record exactly from what disease she was suffering. No doubt the medical certificate issued by the Ayurvedic Hospital shows that she was suffering from Kamshekh or such disease but there is nothing to indicate that it was Hepatitis or Jaundice. Still the fact remained that she never obeyed the order of the Superior Officer regarding the advice given to her to attend the hospital of the management itself. This definitely amounting to the insubordination. Similarly the standing order makes it obligatory to take the treatment from the hospital of the management, itself which is given free of cost. In proper case when necessary the Medical Officer refers the workman to the Specialist Doctor. Not following the advice of the medical officer of the management and taking treatment from outside hospital is against the standing order.

15. Further submission of the Petitioner is that she was appointed as a permanent employee therefore, the notice was necessary before terminating her. However, as indicated above since she has not completed probation period, it was not obligatory on the part of the management to issue a notice. Here, in fact, as per the standing orders, 14 days salary was paid in lieu of notice, which is sufficient compliance. The standing orders have a prevailing effect on the condition mentioned in the appointment order.

16. Her another submission is that she has completed probation period. According to her, the probation period was extended from time to time, but at the time of extending the period w.e.f. 09-11-1993 the Order was served after completion of probation period. According to her as she did not receive the Order of extension of probation before expiry of earlier extended period, therefore she has completed the probation. In fact, this is not a law for completion of the probation, specific order from the management is necessary. Probation period cannot be completed automatically by late receipt of extension of probation order. The concept of the Petitioner regarding the probation is wrong. In fact, as per story of the management, the Petitioner herself avoided to take the extension order deliberately. There is a report of the person who has served an Order on her. He was her co-workman and there was no need for him for giving the false report. Therefore, her submission that she had completed her probation period even before the termination is not at all acceptable. Plausible inference is that she was neither interested in the service nor she was ready to go and work at Chikala mines. She was interested only in Nagpur and therefore she was avoiding to go to that Chikala mines. Even the prayer clause of the Petitioner is requesting direction from the Court to post her at corporate office, Nagpur. It supports the contention of the management

that she was not ready to work at any other place. In fact the submission and the prayer is against the norms of service conditions mentioned in her appointment order. It is against the norms of the service conditions that the management has an absolute right to transfer its employee as per exigency of the work. Undisputedly, there are so many even lady worker residing at Chikala mines along with their children. The management has provided facilities of free education at the mines and there was absolutely no reason for the Petitioner for not obeying the order of working at Chikala mines. In my view, she was deliberately not attending the office and remaining absent. The submission of the management appears as correct and proper.

17. Her further submissions are that she was entitled for retrenchment compensation under the Provision of Section 25(F) of I.D. Act. She being a permanent employee and has completed more than 240 days, she was entitled for compliance of Section 25(F) and non-compliance will make termination illegal. In fact, she was appointed on probation and she was not at all a casual or temporary labour and therefore, the question of retrenchment does not arise. She was neither entitled for retrenchment on completion of 240 days has any consequence creating obligation to pay the retrenchment compensation. In my view, the submission has no force at all. The termination order dated 7-11-1994 w.e.f. 9-11-1994 is valid, proper and needs no interference.

18. Now the question remained for back wages. I have already come to the conclusion that she is not at all entitled for reinstatement, her termination is legal and proper and there is no question of payment of back wages. However, I am recording my finding on this point because she has after considerable long period amended her statement of claim making such new demand and if it is necessary. The record indicates that from the time of her transfer, she did not attend the office except for 3 days till the termination. I do not find any genuine reason to justify such long absence that too when the probation period was not completed. Therefore, in my view, she is not at all entitled for the any back wages. In this case granting of the back wages will be a reward for the misconduct of deliberate absent from the duties without any seeking prior sanction of the leave and without any reason. I proceed to pass the Order that the claimed Petition deserve to the dismissed and she is not entitled for any relief. Accordingly her claimed Petition stands as dismissed.

Date: 1-4-2009

A. M. YADAV, Presiding Officer

नई दिल्ली, 27 अप्रैल, 2009

का.आ. 1266.—जबकि मैसर्स किलबर्न ऑफिस ऑटोमेशन लि. (कोलकाता क्षेत्र में कोड संख्या डब्ल्यू बी/25897 के अधीन) (एतदुपरांत प्रतिष्ठान के रूप में संज्ञित) ने कर्मचारी पविष्य निधि

और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरांत योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-06-1992 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/54/2007-एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 27th April, 2009

S.O. 1266.—Whereas M/s. Kilburn Office Automation Ltd. (under Code No. WB/25897 in Kolkata region) (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-06-1992, until further notification.

[No. S-35015/54/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 27 अप्रैल, 2009

का.आ. 1267.—जबकि मैसर्स सुल्जर इंडिया लि. (पुणे क्षेत्र में कोड संख्या एम एच/23765 के अधीन) (एतदुपरांत प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) एतदुपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरांत योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-04-1997 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/28/2008-एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 27th April, 2009

S.O. 1267.—Whereas M/s. Sulzer India Ltd. (under Code No. MH/23765 in Pune region) (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-04-1997, until further notification.

[No. S-35015/28/2008-SS-II]

S. D. XAVIER, Under Secy.